SUPREME COURT OF THE UNITED STATES.

No. 289.

THE UNITED STATES, LIB'TS AND APPELLANTS,

vs.

THE SCHOONER JENNY AND CARGO.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF LOUISIANA.

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1 **United States district court, eastern district of Louisiana:**

THE UNITED STATES OF AMERICA
against
THE SCHOONER JENNY, HER TACKLE, &C., AND CARGO. } 7743.—In prize.

To the Honorable Edward H. Durell, judge of the district court of the United States for the eastern district of Louisiana:

The libel of information in prize filed herein by Rufus Waples, attorney of the United States for the eastern district of Louisiana, on behalf of said libellants and of the naval captors in interest, respectfully represents to this honorable court:

First. That the schooner or vessel called the Jenny, with the goods, wares, and merchandise laden therein, was captured as lawful prize on or about the 6th day of Oct'r, 1863, by the United States st'r Virginia, C. H. Brown, United States navy, commanding.

Second. That the schooner or vessel called the Jenny, with the goods, wares, and merchandise laden therein, were at the time of such capture and are now rightfully subject to such capture, and were and are lawful prize, and as such should be condemned and forfeited to the use of the libellants.

Third. That the said sch'r or vessel called the Jenny, with the goods, wares, and merchandise laden therein, have been brought to the port of New Orleans, and are now at said port, and within the jurisdiction of this honorable court.

Fourth. That by reason of the premises, the said schooner or vessel called the Jenny, her tackle, apparel, and furniture, with the goods, wares, and merchandise laden therein, became and are liable to condemnation and forfeiture as lawful prize, and should be condemned and forfeited as lawful prize to the libellants.

That all and singular the premises are and were true, and within the jurisdiction of this honorable court; in attestation whereof, the said attorney exhibits the said vessel's papers, and the documents, &c., found on board, together with the testimony of the witnesses, duly taken in preparatorio by the prize commissioners appointed by this honorable court, which are or will be duly filed in the registry of this court.

Wherefore the said attorney of the United States, on behalf of the said United States, prays the usual process and monition of this honorable court against the said schooner or vessel called the Jenny, and her tackle, apparel, and furniture, and the goods, wares, and merchandise laden therein, in this behalf to be made, and that all persons interested in the said vessel and her cargo may be cited to answer in the premises; and that all due proceedings being had therein, this honorable court may be pleased to decree for the condemnation and forfeiture aforesaid, and that the said schooner, her tackle, apparel, any furniture, with the goods, wares, and merchandise laden therein, may be condemned as lawful prize to the use of the said United States.

Dated New Orleans, Oct'r 16th, 1863.

(Sig.) RUFUS WAPLES,
United States district attorney.

2 Let admiralty process issue as prayed for, Oct'r 16th, 1863.

(Sig.) K. LOEW, *D'y Clk.*

3 The President of the United States of America to the marshal of the eastern district of Louisiana, or to his lawful deputy, greeting:

You are hereby commanded forthwith to seize, and into your possession

take, the schooner Jenny, her tackle, &c., and cargo, now libelled by the United States, for the causes set forth in the libel now pending in the district court of the United States for the eastern district of Louisiana; that you do cite and admonish the owner or owners and all and every other person or persons having, or pretending to have, any right, title, or interest in or to the same, to be and appear before a district court of the United States for the district aforesaid, to be holden at the city of New Orleans, on or before the third Monday from the service hereof, to show cause, if any they have or can, why the said schooner Jenny, tackle, and cargo should not be condemned as prize forfeited to the United States, sold, and the proceeds thereof distributed according to law, and agreeably to the prayer of the libellant; and how you have executed this warrant that you make return according to law.

Witness the Honorable Edward H. Durell, judge of the said court, at New Orleans, this 16th day of October, 1863, and the 88th year of the independence of the United States.

(Sig.) K. LOEW, *D'y Clerk.*

4 *Marshal's return.*

Rec'd Oct. 16, 1863; and on 21 Oct., 1863, seized the said sch'r Jenny, her tackle, &c., and cargo, as per inventory herein annexed. Served copies of this warrant and libel on N. A. Blume, act'g ensign, prize master on board, and appointed M. O'Hara and Jerem. Dermoll, keepers. Published monition in the N. Orleans Times, a daily newspaper published and printed in New Orleans, on the 23, 30 Oct., 6 Nov., '63. Returned 9 Nov., 1863.

JAS. GRAHAM, *U. S. Marshal.*

5 In the matter of the sch'r Jenny and cargo, a prize.

PRIZE COMMISSIONERS' OFFICE,
New Orleans, Oct. 21st, 1863.

To the hon. the judge of the district court of the United States for the eastern district of Louisiana:

The undersigned, prize commissioners of the honorable court, respectfully report that on the 20 day of October, A. D. 1863, they received notice from N. A. Blume, prize master of the schooner Jenny, and detached from the U. S. S. Virginia, of which U. S. vessel Charles H. Brown was acting lieutenant commanding, that the said N. A. Blume, prize master, brought with him into this city a certain vessel, called the sch'r Jenny, and cargo, as a prize of the U. S. S. Virginia; that said Jenny had been captured on Friday, the sixth day of October, 1863, on or about the 11 o'clock a. m.; and the said N. A. Blume and a prize crew had been appointed by said C. H. Brown to bring said prize into this port, and report her as required by the law and the usages in such cases observed.

That the said prize master did seasonably deliver to us all such papers, passes, documents, &c., as were found on board of the captured Jenny, and having a reference to and a connection with the captured property,
6 and which were in the possession, custody, or power of the captors, which documents were by one of us, prize commissioners, regularly marked and numbered from A to K.

A. Invoices of 150 bales cotton.

B. Sealed letters to Sanders & Son, Nassau.

C. Package cont'g manifest, crew list, prov'l register.

D. (open envelope.) Certificate of clearance, permit of departure bill of health.

E. Sealed letter to Mexican consul, New York.
F. Sealed letter to H. Fersenheim, New York.
G. One half of a register.
H. One package of letters.
I, (open envelope.) Various letters found on Capt. Johnson.
J. One log-book of schooner.
K. One package letters taken from a passenger containing six letters.

Eleven in number without envelope, and the said prize master made a deposition identifying said documents, and employing in all respects with the law; which deposition, and the said documents, are herewith transmitted to your honorable court. .

That on the same day the said prize master produced to me three witnesses, persons captured with the said sch'r Jenny, to wit:

1st. John Johnson, captain of said vessel.
2d. Geo. R. Edgell, first mate of said vessel.
3d. Louis Mund, of said vessel.

That we examined said 3 persons in preparatorio upon the standing interrogatories which have been adopted by the honorable court, as the same are found in Upton's Work on Prize Courts, (page 479, 3d edition;) that said witnesses were examined separately on oath, and not in presence of each
7 other and unattended by counsel, after each had taken the necessary and prescribed oath to make true answer, &c.; which answers were written down as required by law, each one separately to each interrogatory; and when entirely answered, the said answers were signed by each witness, respectively, as the same are now transmitted to your honorable court.

That we proceeded aboard of said vessel, the Jenny, and examined her condition, and that it was impossible to state whether bulk had been broken or not; that the cargo consists of one hundred and fifty-four bales of cotton, and that it is impossible to ascertain exactly the nature or quality of the cargo without an unloading and undelivery of the same, which proceeding we now recommend to the honorable court; that we secured the hatches of said schooner, with a view to the protection of the cargo, until it is undelivered.

That we took possession of the said schooner and cargo on the 20 day of Oct'r, 1863, and turned over the same to Jas. Graham, U. S. marshal of this court, who is to safely keep the same until further order of the court. All of which, including the deposition of said Blume, with the documents by him indentified, and the answers to the interrogatories taken as above, are now securely sealed, and are hereby submitted to this honorable court, and deposited in its custody.

(Sig.) ALF. SHAW,
Special U. S. Prize Commissioner.

8 District court of the United States for the eastern district of Louisiana.

In the matter of sch'r Jenny and her cargo, a prize.

N. A. Blume, prize master of the sch'r Jenny, detached from the U. S. S. Virginia, of which C. H. Brown is commander, being duly sworn, deposes and says that the Jenny was captured on Friday, the 6th of Oct'r, 1863, off the river Rio Grande, about, say, 4 miles from the shore in Texas waters, in latitude under sail, about 11 a. m.; and said N. A. Blume deposes and says that certain papers, marked from A to K, inclusive, and further identified by the initial letters put on them by Special Prize Commission Alfred Shaw, are the same that were captured with the sch'r Jenny, and that the deponent has delivered to the prize commissioner each and every document, paper, and writing whatsoever, received by him relating to

the aforesaid captured property in the same state and condition in which he received them, without "fraud, subornation, or embezzlement," and without any addition or alterations whatsoever; and he does not know, nor does he believe, that any of the documents are missing or wanting.

And deponent further says that if at any time hereafter, and before the final condemnation or acquital of said captured property, any further or other paper relating thereto shall be found or discovered to his knowledge, they shall be delivered up, or information thereof given, to the prize commissioners of this district or to the honorable court.

N. A. BLUME, *Acting Ensign.*

Sworn to and signed before me, Alfred Shaw, prize commissioner, this the 19 day of Oct'r, 1863, New Orleans, La.

(Sig.)

ALFRED SHAW,
Special Prize Commissioner.

9 District court of the United State for the eastern district of Louisiana.

In the matter of the sch'r Jenny and cargo, a prize.

Deposition of John Johnson, capt. of the Br. sch'r Jenny, a witness produced, sworn, and examined in preparatorio on the 20th day of Oct'r, in the year eighteen hundred and sixty-three, at the office of the U. S. prize comm'r, New Orl's, on the standing interrogatories established by the district court of the United States for the eastern district of Louisiana; the said witness having been produced for the purpose of such examination by Rufus Waples, esq., U. S. dist. att'y, in behalf of the captors of a certain vessel called the sch'r Jenny.

1. To the first interrogatory the witness answers: That my name is John Johnson; I was born in Denmark; I live anywheres at sea; no particular place home; I am a subject or citizen of Denmark, and owe allegiance to it; I am not a citizen of the U. S.; I am not a married man.

2. To the 2d interrogatory the witness answers: That I was
10 present at the capture of the vessel and her lading.

3d. To the 3d interrogatory he answers: That the seizure and capture was made a mile to the northward of the Rio Grande, (the mouth of the Rio Grande,) on the 6th of October, 1863, and the vessel and cargo captured was taken to New Orleans. The Jenny had no commission or letters authorizing her to make captures. I do not know on what reasons or pretence the capture was made.

4th. To the 4th interrogatory the witness answers: That the Jenny sailed under English colors; had pieces of bunting of an old American flag, for the reason she was an American vessel before she was an English one, and I suppose the bunting remained on board. It was there when I came on board.

5th. To the 5th interr'y the witness answers: No resistance was made at the time of the capture; a gun was fired from the boarding boat that
11 hove me to, belonging to the Virginia. The capture was made by the U. S. S. Virginia. There were about fifty vessels in sight at the time of the capture. The Jenny was a merchant vessel carrying cargo. The Jenny belonged to Hale, Molony & Co., of Matamoros, as far as I know. I I do not know exactly. The capturing vessel was a ship-of-war.

6. To the 6th interrr'y the witness answers: That the Virginia was a U. S. steamer; that is all I know about her commission. She was the Virginia. The vessel seized was never condemned to my knowledge.

7 To the 7th interr'y the witness answers: That the name of the vessel was Jenny, and her master was myself, Jno. Johnson. I was appointed by

Mr. Jenny; he was then at the mouth of the river Rio Grande; he is now, I believe, in Matamoros, and lived there. I have known the vessel for 5 or 6 years. I took possession of her on the 29 May, 1863, on the Rio
12 Grande, at the mouth of the river. I have no fixed place of abode; have not had any since I went to sea; 44 years of age; my last temporary place of abode was in Havana, say about 3 months, last winter from the fall of the year till fall.

8. To the 8th interr'y the witness answers: That the sch'r Jenny is 86 tons burden. The ship's company in all was seven, and all on board. The cook, a Manillaman; the mate, Englishman; three sailors was English, and the other a passenger, a German; they all came on board at Matamoros. The mate and three men came on board the 29 of August, 1863. The passenger came on board about the 1st of October, 1863; the cook came on board about 15 August, 1863. I shipped and hired them at the mouth of river Rio Grande at different times, from 29 August to 15 Sept., 1863, as near as I can recollect.

9. To the 9th interrogatory the witness answers: That I neither
13 myself or any of the officers, mariners, or company belonging to the said vessel at the time of her capture, had any share or interest in the same, or in the goods or merchandize laden on board of her. I first saw the Jenny 5 or 6 years ago, in Pensacola; I think she was American built, but do not know. Her name was Southron when I first saw her; she was called so until her name was changed in Matamoros, when I took charge of her; I know of no other name that she was called by.

11. To the 11th interr'y the witness answers: That the Jenny was bound for the port of New York in the voyage in which she was taken and seized; I had orders, however, to call at Nassau, N. P., for a permanent register. The voyage began in the Rio Grande, at its mouth, and was to have ended in New York. At the time of her setting out on her voyage she had on board 83 bales cotton, taken on board inside the bar, and 71 bales
14 taken on board outside the bar; and these were all the lading she had on board at the time of her capture. The 83 bales were taken on board about 1st or 2d October, 5 or 6th September; and the 71 bales about the 1st or 2d October, 1863. I know she had no goods contraband of war, or otherwise prohibited by law, on board during her last voyage, except 400 bbls. aguadiente, shipped from Havana to Matamoros.

12. To the 12 interr'y the witness answers: That the Jenny had no passport or seabrief on board, except her clearance and letters and papers, which have been turned over to the prize commissioners. That her last voyage was from Havana to Matamoros; on one of her previous voyages she carried a cargo of corn from New Orleans to Matamoros, and from thence she took 150 bales of cotton to Havana from Matamoros; the next voyage
15 was the one I took the liquor, aguadiente, from Havana to Matamoros.

13. To the 13th interr'y witness answers: That at the time I was captured I had on board a cargo of cotton, 154 bales; this was my last voyage. It was put on board in September, about the 6th, and the remainder the 1st and 2d of Oct, 1863, as before stated.

14. To the 14th interr'y witness answers: That the owners of the vessel was Hale, Maloney & Co.; who the cargo belonged to I do not know. San Roman, at Matamoros, Spanish house, was the consignee of the vessel at Matamoros. I know they were the owners from the papers of the vessel; they are British subjects and live in Matamoros. Mr. Malony has a family in Matamoros. Don't know how long they have resided there; they are British.

16 15. To the 15th interr'y witness answers: I do not know of any bill of sale or time it was given, or anything regarding it.

16. To the 16th interr'y witness answers: That I do not know what the said laders has any interest in said goods. The only knowledge I have of said goods were restored and unladen, is that contained in my letter of instructions from the reputed owner, which is or was delivered to my captors and now in possession of the prize commissioners.

17. In answer to the 17th interr'y the witness answers: That I signed 6 bills of lading, I think; say two sets. There were no colorable or false bills of lading signed that I know of. There was no other bills of lading.

18. To the 18th interr'y witness answers: That all the letters and papers were delivered to the captors touching the interests of the parties;
17 they were in possession of the prize commissioners; the contents and purport of such letters I know not.

19. To the 19th interr'y the witness answers: That she was taken off the mouth of the river Rio Grande; don't remember the latitude or longitude. The seizure was made 6 Oct'r, 1863, about 10 a. m.; don't know if it was in the U. States or any State thereof; it was a mile from the river. Does not know of any charter-party of the voyage or vessel, signed or executed.

20. To the 20th interr'y the witness answers: That none of the papers was burnt or destroyed or concealed.

21. To the 21st interr'y witness answers: I was there twice and saw no blockade. I cleared for Matamoros. The officers of the U. S. gunboats told me that the State of Texas was under blockade.

18 22. Interrogatory answered by 21 interr'y. No warning was given me when I entered the port, or no notice in writing was endorsed on my papers.

23 I interr'y answered by interr'y 21st.

24. To the 24th interr'y the witness answers: That I did not enter covertly or secretly said port of Rio Grande.

25. To the 25th interr'y the witness answers: I do not know that she was before seized or condemned.

26. To the 26 interr'y witness answers: I have sustained loss in my wages, and have received no indemnity whatever from any one.

27. To the 27th interr'y witness answers: That the vessel and cargo is insured in Liverpool; by whom or for whom I know not.

28. To the 28th interr'y witness answers: That the cargo would have been the property of the consignees. He was to take the chance of
19 a market in N. York.

29. To the 29th interr'y witness answers: That the growth and produce was cotton, and does not know where it was grown.

30. To the 30th interr'y witness answers: The cargo was put on board of her by lighters from the shore, and part I took on board at Matamoros alongside the shore—say 83 bales cotton.

31. To the 31st interr'y witness answers: That it is before answered.

32. To the 32d interr'y witness answers: No papers except such as were delivered up.

33. To the 33 interr'y witness answers: That no bulk was broken before or since the capture.

34. To the 34th interr'y witness answers: That there was one passenger, and he was not secreted at the time of the capture; his name, Louis Mund; he is a German; rank or profession I do not know. He was taken on
20 board at the mouth of the Rio Grande, outside, about the 1st or 2d of October, 1863. Do not know his business; his destination was New York. The answer to interr'y 35 has been before answered.

36. To the 36th interr'y he answers: That I was by the wind steering east by north; my course was not altered when I was taken. She would have been on her course of port of destination when she was stopped, and would

have been if I had a fair wind. I was a mile and a half from the shore when I was captured, a little to the northward of the mouth of the river. (a)

37. To the 37th interrogatory the witness answers: That I do not know of any sale or transfer for the purpose of concealing.

21 38. To the 38th interrogatory: No arms, implements of war on board.

To the 39th interrogatory the witness answers: I have stated all I know and believe regarding said vessel and her cargo.

40th. To the 40th interrogatory witness answers: That I sailed under no convoy of any armed vessels whatever.

41st. To the 41st interrogatory I answer I did not attempt to enter any blockaded port on any voyage.

43d. To the 43d interrogatory witness answers: That I did not sail with or act in concert with any other vessels.

(Signed) J. JOHNSON, *Master.*

Sworn to and subscribed before me, Alfred Shaw, special prize
22 commissioner, this twentieth day of October, 1863.

New Orleans, Louisiana.

ALFRED SHAW,
Special Prize Commissioner.

23 District court of the United States for the eastern district of Louisiana.

In the matter of the sch'r Jenny and cargo, a prize.

Deposition of George R. Edgett, first mate of the Jenny, a witness produced, sworn, and examined *in preparatorio* on the 21st day of October, in the year eighteen hundred and sixty-three, at the office of the prize commissioners, on the standing interrogatories established by the district court of the United States for the eastern district of Louisiana; the said witness having been produced for the purpose of such examination, by Rufus Waples, esq., dist. att'y, in behalf of the captors of a certain vessel called the sch'r Jenny.

1st. To the first interrogatory the witness answers: I was born in St. John's, New Brunswick. I am not married. My home is on the sea or in such ports as I visit. I am an Englishman and an English subject, and owe allegiance to it; not a citizen of the United States.

2d. To the 2d interrogatory witness answers: I was present at the
24 capture of the vessel. It was made at the mouth of the Rio Grande. I was present at her loading.

3d. To the 3d he answers that the seizure and capture was made, I should say, a mile from shore. It was near the mouth. I did not look at the compass; date unknown, as they took my log-book. They took the vessel to Galveston ; I think they called it Galveston. The Jenny had no authority to make captures that I know of. I do not know why the seizure was made.

4th. To the 4th interrogatory witness says that the Jenny sailed under English colors ; never saw any other colors.

5th. To the 5th interrogatory witness answers that no resistance was made to the capture; no guns fired except the gun from the captors to heave us to, from a small boat belonging to the U. S. S. Virginia. There
25 was about 20 vessels in sight when she was captured. The Jenny is a merchant vessel. Does not know who the cargo belonged to. The capturing vessel carries guns, and I suppose was a man-of-war.

6th. To the 6th interrogatory the witness answers that I do not know that the sch'r Jenny was ever condemned.

7th. To the 7th interrogatory witness answers that her name is sch'r Jenny, and her master's name is Johnson. I was appointed mate by Capt. Johnson at Bagdad, mouth of Rio Grande. I have known the Jenny 4 months. He, Capt. Johnson, employed me in Aug. last, 1863. As aforesaid. I have no fixed place of abode. My last temporary place of abode was Nassau, N. P. I was there in July last; I was in Nassau 7 months, wrecking and diving.

8th. To the 8th interrogatory witness answers: The Jenny is about 70 tons burden. There is 6 of the ship's company all told—one Manillaman and four Englishmen; one passenger, a Dutchman. The crew came on
26 board at Matamoras, the passenger came on board outside the bar; one of the crew came on board the 4th, and another the 19th Sept., 1863.

9th. To the 9th interrogatory witness answers: I, nor any of the crew, or officers, have any interest in the vessel or cargo to my knowledge. I saw the Jenny first when she laid off the bar from Havana. Do not know when she was built. Knew her by no other name than the Jenny.

11th. To the 11th interrogatory witness answers that the Jenny was bound to New York, by the way of Nassau, at the time she was seized. Went to Nassau, or was to go to Nassau for papers. The voyage was to begin at Bagdad and end at Bagdad, mouth of the Rio Grande. She was loaded with cotton, 154 bales, at the time of her seizure. Nothing but cotton that was contraband.

12th. To 12th no answer.

27 To 13th no answer.

To 14th. Does not know.

To 15th. Knows of no papers, sale, or anything regarding it.

To 16th. Knows of no interest whatever.

To 17th. I signed no papers or receipts for cargo.

To 18th. Knows of no papers.

19th. To the 19th interrogatory I answer that the witness answers that the vessel was captured in about 95 or 96 west longitude, latitude 25 degrees north. This was, I suppose, off the State of Texas. When captured, no papers burnt to my knowledge.

21st. To the 21st interrogatory witness answers that the coast was blockaded up the coast.

22d. No answer. Knows nothing of warnings.

24th. No scenery was observed in coming out of the port.

25th. To the 25th interrogatory he answers that does not know of the vessel ever being seized or condemned.

28 26th. To the 26th interrogatory witness answers: Has sustained no loss except wages, and secured no indemnity from any one.

27th. Has no knowledge of insurance of any kind on the vessel or cargo.

To 28th. Has no knowledge of it.

To 29th interrogatory witness answers that I do not know where the cargo was grown.

30th. To the 30th interrogatory witness answers that the cargo taken at the levee in Matamoras was part of the cargo, the balance by lighters off the mouth of the river. Bagdad is called the shipping port of Matamoras.

31st. No answer except the above.

32d. Knows nothing of papers.

33d. To this interrogatory witness answers that he has not been on
29 board the schooner, since her capture, and knows nothing about bulk broken.

34th. I answer no one was secreted at the time of capture.

36th. I went on board the U. S. S. Virginia as soon as she was captured. Knows nothing of her steering.

37th. Has no knowledge of papers.

38th interrogatory. I know of no arms on board at any time.

39th. To the 39th interrogatory witness answers: I have stated all I know and believe in regard to this vessel, the sch'r Jenny.

40th. To the 40th interrogatory witness answers: I know of no convoy at any time, and I have never attempted to enter a blockaded port before on any voyage.

In answer to the 41st interrogatory.

To the 43d interrogatory the witness answers: I did not sail in concert with any other vessels, or act with any other vessels whatever. And
30 all of the questions I have answered to the best of my knowledge and belief, some of the questions not being in my power or my knowledge to answer.

(Signed) GEO. R. EDGETT,
Mate of sch'r Jenny.

Sworn to and subscribed before me, Alfred Shaw, special prize commissioner, this 21st day of October, 1863.

New Orleans, La.

(Signed) ALFRED SHAW,
Special Prize Commissioner of the U. S.

31 District court of the United States for the eastern district of Louisiana.

In the matter of the sch'r Jenny and cargo, a prize.

Deposition of Louis Mund, passenger, a witness produced, sworn, and examined *in preparatorio*, on the 21st day of October, in the year eighteen hundred and sixty-three, at the office of the U. S. prize commissioner, on the standing interrogatories established by the district court of the United States for the eastern district of Louisiana; the said witness having been produced for the purpose of such examination by Rufus Waples, esq., U. S. dist. attorney, in behalf of the captors of a certain vessel called the sch'r Jenny.

1. To the first interrogatory the witness answers: I was born in Prussia, in the district of Magdebourg; has been living in San Antonio, Texas, since 1846. I am a subject or citizen and owe allegiance to Prussia; not a citizen of the United States. Not married.

2d. To the 2d interr'y I answer that I was present at the capture
32 of the Jenny. I was on her when she and her cargo was captured.

3d. To the 3d interr'y the witness answers she was captured off the mouth of the Rio Grande on the or about the 6th of October, 1863, and she was carried to New Orleans. Not that I know of. I don't know what she was seized for.

4th. To the 4th interr'y I answer that she was captured under English colors. I know of no other colors. I was only on board one day and was then transferred to the steamer Virginia, a U. S. steamer.

5th. To the 5th interr'y he answers that there was no resistance made to the capture. There was a musket fired from the cutter that boarded us, to heave to. The capture was made by the U. S. S. Virginia. There were many vessels in sight at the time of the capture.

6th. To the 6th interr'y no answer.

33 7. To the 7th inter'y the witness answers that the sch'r Jenny, Capt. Johnson, man named Julius Schlickum, at Bagdad, freighted the Jenny. He has a warehouse there, and handed me the package of letters which I gave up. I knew nothing of the contents of them, but promised to deliver them to the address in Nassau and New York. Never saw the vessel before she was at the Rio Grande. I was only on the vessel one night and one day. Know nothing of the crew.

11. To the 11th inter'y the witness answers that the Jenny was for New York, by way of Nassau, N. P., and I know nothing of her other destinations or voyages, or what other cargoes she delivered or ever carried; which also answers interrogatory 12th.

13. To the 13th inter'y the witness answers that the vessel carried cotton; I saw part of it put on board—it was on the 5th of October—from lighters, which took it out of warehouse at Bagdad.

34 To the 15th, 16th, 17th interrogatories the witness knows nothing.

To the 18th, 19th, 20th, 21st, 22d, 23d, 24th, and 25th interrogatories witness answers that he knows nothing about papers, letters, or interest; he was merely a passenger, and this package of letters was handed to him. Knows nothing of the interests in the cargo, and my loss is only losing my passage to New York.

To the other interrogatories propounded, to wit, from 25th to 43d inclusive, is useless; and I fully and particularly declare all I have stated is all that in any way can affect the sch'r Jenny, or the United States, or the owners of the Jenny and cargo.

LOUIS MUND.

Sworn to and subscribed before me, Alfred Shaw, special prize commissioner, this 21st day of October, 1863, New Orleans, La.

ALFRED SHAW, *Special Prize Commissioner.*

35 *Order to open sealed papers, Nov. 2d, 1863.*

UNITED STATES
vs.
SCHOONER JENNY AND CARGO. } 7743.

On motion of the dist. att'y it is ordered that the sealed packages on file in this cause be opened.

Claim of H. Fersenhiem, filed Nov. 7th, 1863.

United States district court for the east. dist. of Louisiana.

UNITED STATES
vs.
SCH'R JENNY AND TACKLE AND CARGO. } In prize.

To the Hon. E. H. Durell, judge of the district court of the United States for the eastern district of Louisiana:

36 John Johnson, master of the said schooner Jenny, intervening for the interest of H. Fersenheim in the cargo of the aforesaid schooner, appears before this honorable court, and claims 44 bales of cotton, part of said cargo, and states that the said H. Fersenheim is the bona fide owner thereof, and that the same is not the subject to lawful prize; and he further states the said Fersenheim is a resident of New York and a loyal citizen of the United States, and that he is now in New York aforesaid and unable to appear herein, and that the said John Johnson is the captain and master of said schooner, and lawful bailee of the cargo claimed

herein. And therefore the said claimant prays that this hon'ble court will be pleased to decree a restitution of the same to the said H. Fersenheim as owner thereof, and otherwise right and justice to administer in the premises.

J. JOHNSON.

(Sig.) E. BRIGGS, *Proctor.*

Sworn to and subscribed before me this 7th November, 1863.
(Sig.) K. LOEW, *D'y Clerk.*

37 UNITED STATES OF AMERICA, *Eastern district of Louisiana:*

Know all men by these presents that we, John Johnson, legal bailee of H. Fersenheim, as principal, and E. Teat as surety, are held and firmly bound unto the United States, libellant, in the sum of two hundred and fifty dollars, lawful money of the United States of America, for the payment whereof to the said United States, or assigns, we jointly and severally bind ourselves, our heirs, executors, and administrators, firmly by these presents.

Witness our respective names and seals, hereunto affixed by us at New Orleans, this 7th day of November, one thousand eight hundred and sixty-three.

Whereas an admiralty warrant was lately issued out of the honorable the district court of the United States of America for the eastern district of Louisiana, at the suit of the United States *vs.* sch'r Jenny and cargo, her tackle, apparel, and furniture, and numbered 7743 on the docket of the said court, commanding the marshal to take into his possession the said schooner and cargo, which has been seized accordingly, the said Johnson having at the time of the signing, sealing, and delivery of these presents filed a claim to the cargo, which is now of record in the clerk's office of this court:

Now the condition of the above obligation is such that if the said claimant and sureties shall pay and satisfy all such damages and costs as may be decreed against him, then the foregoing obligation is to be void; but otherwise, shall remain in full force and virtue.

J JOHNSON. [L. S.]
E. TEAT. [L. S.]

Signed, sealed, and delivered in the presence of
K. LOEW, *D'y Clerk.*

38 *Claim of J. Rosenfield, filed Nov. 7th,* 1863.

United States dist. court for the eastern district of La.

UNITED STATES
vs.
SCH'R JENNY AND CARGO. } In prize.

To the honorable E H. Durell, judge of the dist. court of the United States for the eastern district of Louisiana:

John Johnson, master of the said schooner Jenny, intervening for the interest of Joseph Rosenfield, appears before this honorable court and claims 71 bales of cotton, part of said cargo, and states that the said Joseph Rosenfield is the bona fide owner thereof, and that the same is not the subject of lawful prize. And he further states the said Joseph Rosenfield is a resident of New Orleans, and a loyal citizen of the United States, but who is now in Matamoros, in the republic of Mexico, and unable to appear herein; and that he, the said John Johnson, is the captain and master of the said schooner and lawful bailee of the cargo claimed herein. And thereupon the said claimant prays that this honorable court will be pleased to decree a re-

stitution of the same to the said Joseph Rosenfield as owner thereof, and otherwise right and justice to administer in the premises.

J. JOHNSON.

Sworn to and subscribed before me this 7th November, 1863.

(Sig.) K. LOEW, *D'y Clerk.*
(Sig.) ED. BRIGGS, *Proctor.*

40 UNITED STATES OF AMERICA, *Eastern district of Louisiana:*

Know all men by these presents that we, J. Johnson, lawful bailee of J. Rosenfield, as principal, and E. Teat as surety, are held and firmly bound unto the United States, libellant, in the sum of two hundred and fifty dollars, lawful money of the United States of America, for the payment whereof to the said United States, or assigns, we jointly and severally bind ourselves, our heirs, executors, and administrators, firmly by these presents.

Witness our respective names and seals, hereunto affixed by us at New Orleans, this 7th day of November, one thousand eight hundred and sixty-three.

Whereas an admiralty warrant was lately issued out of the honorable the district court of the United States of America for the eastern district of Louisiana, at the suit of the United States *vs.* schooner Jenny and cargo, her tackle, apparel, and furniture, and numbered on the docket of the said court, commanding the marshal to seize and take into his possession the said schooner Jenny and cargo, which has been seized accordingly, the said Johnson having at the time of the signing, sealing, and delivery of these presents filed a claim to the said cargo, which is now of record in the clerk's office of this court:

Now the condition of the above obligation is such that if the said claimant and sureties shall satisfy and pay all damages and costs as may be decreed against them, then the foregoing obligation is to be void; but otherwise, shall remain in full force and virtue.

J. JOHNSON. [L. S.]
E. TEAT. [L. S.]

Signed, sealed, and delivered in the presence of—
K. LOEW, *D'y Clerk.*

41 *Claim of Ruprecht & Fortner, filed Nov'r 7, 1863.*

United States district court, eastern district of Louisiana.

UNITED STATES
vs.
SCHOONER JENNY AND CARGO. } In prize.

To the Hon. E. H. Dureli, judge of the dist. court of the U. S. for the east. dist. of Louisiana:

John Johnson, master of the said schooner Jenny, intervening for the interest of Messrs. Ruprecht & Fortner in the cargo of the aforesaid schooner, appears before this honorable court and claims 39 bales of cotton, part of said cargo, and states that the said claimants are the bona fide owners thereof, and that no other party is owner thereof, and that the same is not the subject of lawful prize. And he further states that the said claimants are residents in New York, and loyal citizens of the United States, and that they are now in New York aforesaid, and unable to appear herein,

42 and that the said John Johnson is the master of said schooner, and lawful bailee of the cargo claimed herein.

And thereupon the said claimant prays this honorable court will be pleased to decree a restitution of the same to the said Ruprecht & Fortner

as owners thereof, and otherwise right and justice to administer in the premises.

J. JOHNSON.

(Signed) Ed. Briggs, *Proctor.*

Sworn to and subscribed before me this 7th November, 1863.

K. LOEW, *D'y Clk.*

43 United States of America,
Eastern district of Louisiana:

Know all men by these presents that we, J. Johnson, lawful bailee of Ruprecht & Fortner, as principal, and E. Teat as surety, are held and firmly bound unto the United States, libellant, in the sum of two hundred and fifty dollars, lawful money of the United States of America, for the payment whereof to the said United States, or assigns, we jointly and severally bind ourselves, our heirs, executors, and administrators, firmly by these presents.

Witness our respective names and seals, hereunto affixed by us at New Orleans, this 7th day of Nov'ber, one thousand eight hundred and six y-three.

Whereas an admiralty warrant was lately issued out of the honorable the district court of the United States of America for the eastern district of Louisiana, at the suit of United States *vs.* schooner Jenny and cargo, her tackle, apparel, and furniture, and numbered 7743 on the docket of the said court, commanding the marshal to seize and take into his possession the said sch'r and cargo, which has been seized accordingly, the said Johnson having at the time of the signing, sealing, and delivery of these presents filed a claim thereto, which is now of record in the clerk's office of this court:

Now the condition of the above obligation is such that if the said claimant shall pay and satisfy all damages and costs as may be decreed against them, then the foregoing obligation is to be void; but otherwise, shall remain in full force and virtue.

J. JOHNSON. [L. S]
E. TEAT. [L. S.]

Signed, sealed, and delivered in the presence of—
K. Loew, *D'y Clk.*

Claim of Hale & Co. to the vessel, filed Nov'r 7th, 1863.

United States dist. court for the eastern district of Louisiana.

United States
vs.
Schooner Jenny and cargo.

To the Hon. E. H. Durell, judge of the district court of the United States for the eastern district of Louisiana:

John Johnson, master of the schooner Jenny, intervening for the interest of Hale & Co. in the said schooner, her tackle and apparel, &c., appears before this honorable court and claims the said schooner, her tackle, apparel, &c., and states that the said Hale & Co are the true and bona fide owners thereof, and that no other person is owner thereof, and that she is not the subject of lawful prize And he further states that said Hale & Co.
45 are British subjects, who reside and are now residing in Matamoros, in the republic of Mexico, and unable to appear herein; and that he, the said Johnson, is the captain and master of the said schooner Jenny and lawful bailee thereof for her said owners.

And thereupon the said claimant prays that this honorable court will be

pleased to decree a restitution of the same to said Hale & Co., owners as aforesaid, and otherwise right and justice to administer in the premises.

J. JOHNSON.

(Signed) ED. BRIGGS, *Proctor.*

Sworn to and subscribed before me this 9th of November, 1863.

ALFRED SHAW, *Cl'k.*

46 UNITED STATES OF AMERICA,
Eastern district of Louisiana:

Know all men by these presents that we J. Johnson, lawful bailee of Hale & Co., as principal, and C. Seiler as surety, are held and firmly bound unto the United States, libellant, in the sum of two hundred and fifty dollars, lawful money of the United States of America, for the payment whereof to the said United States, or assigns, we jointly and severally bind ourselves, our heirs, executors, and administrators, firmly by these presents.

Witness our respective names and seals, hereunto affixed by us at New Orleans, this 9th day of Nov'ber, one thousand eight hundred and sixty-three.

Whereas an admiralty warrant was lately issued out of the honorable the district court of the United States of America for the eastern district of Louisiana, at the suit of the United States *vs.* sch'r Jenny and cargo, her tackle, apparel, and furniture, and numbered 7743 on the docket of the said court, commanding the marshal to seize and take into his possession the said sch'r Jenny and cargo, which has been seized accordingly, the said J. Johnson having at the time of the signing, sealing, and delivery of these presents filed a claim to the said vessel, which is now of record in the clerk's office of this court;

Now the condition of the above obligation is such that if the said claimant and sureties shall pay and satisfy all damages and costs as may be decreed against them, then the foregoing obligation is to be void; but otherwise shall remain in full force and virtue.

J. JOHNSON. [L. S.]
C. SEILER. [L. S.]

Signed, sealed, and delivered in the presence of—
K. LOEW, *D'y Cl'k.*

47 *Order cause fixed for trial, Nov. 16th, 1863.*

UNITED STATES
vs.
SCH'R JENNY AND CARGO. } 7743.

On motion of the dist. att'y, ordered that this cause be fixed for trial on Friday, 20th inst., at 10 a. m., and that the parties interested have due notice hereof.

Notice of trial.

UNITED STATES
vs.
SCH'R JENNY AND CARGO. } 7743.

To E. Briggs, esq.:

You are hereby notified that the above cause has been assigned for trial on Friday, 20th inst., at 10 a. m.

By order of court.

K. LOEW, *D'y Cl'k.*

N. O., Nov'ber 16, 1863.

48 *Service.*

Rec'd 16th Nov., 1863. Served a copy of the within notice on E. Briggs, esq., in person, at his office.
N. Orl's, Nov. 17, 1863.

J. S. BADGER, *D'y U. S. Marshal.*

Order cause continued, Nov. 20th, 1863.

UNITED STATES
vs.
SCH'R JENNY AND CARGO. } 7743.

This cause, assigned for hearing this day, was called and ordered to be continued indefinitely.

Petition and order directing an appraisement of vessel, filed 20 Nov., 1863.

United States district court.

UNITED STATES
vs.
SCH'R JENNY, &C. } 7743—In prize.

49 To the Hon. E. H. Durell, judge of the U. S. dist. court:

The petition of R. Waples, U. S. dist. attorney, respectfully represents that Capt. Jas. McClure, ass't quartermaster, department of the Gulf, has, in a letter of the 19th November, 1863, addressed to the marshal, expressed the desire that the schooner Jenny, seized in the above-entitled suit, but not yet adjudicated upon, be appraised and transferred to the said military department for the service thereof.

Wherefore the said attorney, on behalf of the United States, prays for an order of appraisement, and that the marshal be directed to deliver the said schooner to the said assistant quartermaster for the purposes aforesaid, upon the payment of the amount of the appraisement into the registry of the court.

RUFUS WAPLES, *U. S. Dist. Att'y,*

50 *Order, in chambers.*

Ordered that the marshal shall, without delay, cause the schooner Jennie aforesaid to be appraised by Richard Swain, and Peter Steele, and delivered to the said assistant quartermaster, Capt. Jas. McClure, to be used for the military service of the U. S. upon the payment of the amount of the appraisement into the registry of the court.

(Sig.) E. H. DURELL, *Judge.*

Order to remove cargo, Nov'r 21, 1863.

UNITED STATES
vs.
SCH'R JENNY AND CARGO. } 7743.—In chambers.

James Graham, U. S. marshal, is hereby authorized and ordered to unload the schooner Jenny and remove the cargo thereof to a secure and
51 safe place as soon as the appraisement may be accepted, and the appraised value of the schooner deposited in the hands of the court.

New Orleans, Nov'r 21, 1863.

E. H. DURELL, *Judge.*

Appraisement, filed Nov. 21, 1863.

PORT OF NEW ORLEANS.

The undersigned, inspectors for underwriters for New Orleans, and general marine and river surveyors for the inspection of vessels, steamers, and cargoes, hereby certify that having been instructed by Judge Durel to appraise the prize schooner Jenny, we have this day held a survey on said schooner, and on a careful examination we find that she is 80 tons burthen; was the Southron of this port. She is a single bottom, iron-fastened, and has a center-board in her. She was hauled out here in
52 March last, well overhauled, had part new timbers, and new top sides. She is now in good order, and well found in sails, rigging, cables and anchors, and we do hereby value and appraise the said sch'r Jenny at the sum of $5,000, cash, and no more.

Given under our hands this 21st of Nov'r, 1863.

(Sig.) RICH'D SWAIN.
PETER STEEL.

Application for vessels by Q. M.

OFFICE CHIEF QUARTERMASTER,
Depart. of the Gulf, New Orleans, Nov'r 19, 1893.

Mr. Graham, U. S. marshal:

SIR: We desire two or three of the schooners in your charge, viz: the Betsey, Jennie, and Friendship. Please have the appraisement made, and forward report to this office.

Very respectfully, yours,
53 JAS W. McCLURE, *Capt. and A. Q. M.*

Capt. Pitfield will represent this dep't.
J. W. McCLURE, *Capt. and A. Q. M.*

Petition and order to sell damaged portion of cargo, filed Nov'r 30, 1863.

To the honorable the judge of the United States district court of New Orleans:

The undersigned, prize commissioners of your honorable court, respectfully report that they have been informed by Deputy Marshal Wyman that a portion of the cargo of the schooner Jenny is damaged and likely to deteriorate still further in value. The cargo has been lately discharged, and the damaged cotton herein alluded to chiefly belongs to that portion which was on deck and much exposed to the weather.

54 Wherefore we recommend that an order be issued for the sale, without unnecessary delay, of the damaged portions of said cargo.

MICHAEL HAHN,
ALFRED SHAW,
Special Prize Commissioners.

Order, at chambers.

Ordered that the marshal proceed to advertise and sell without unnecessary delay, such portion of the cargo of the schooner Jenny as is in a damaged condition or liable to deteriorate.

New Orleans, Nov. 30, 1863.

E. H. DURELL, *Judge.*

Order appointing D. Augustin, esq., attorney to captors, Nov'r 30, 1863.

UNITED STATES
vs.
SCH'R JENNY AND CARGO. } 7743.

It is ordered by the court that D. Augustin, esq, be appointed at-
55 torney for the captors interested in the above prize cause, and that he be duly notified thereof.

Notice to attorney.

UNITED STATES
vs.
SCH'R JENNY AND CARGO. } 7743.

Mr. D. Augustin:

Please to take notice that you have this day been appointed attorney to represent the captors in this case.

By order of court.

K. LOEW, *D'y Clerk.*

N. Orl's, Nov'r 30, 1863.

Service.

Rec'd 1st Dec'r, '63, and served on D. Augustin, esq., in person, in New Orleans, Dec. 1st, 1863.

HOIT, *Dep. U. S. Marshal.*

56 *Amended claim of Charles Andre, filed Dec'r 10, 1863.*

United States district court for the eastern district of Louisiana.

UNITED STATES
vs.
SCH'R JENNY, HER TACKLE AND CARGO. }

To the honorable E. H. Durell, judge of the district court of the United States for the eastern district of Louisiana:

Charles Andre, with leave of court intervening for the interest of Augustin Starke, a loyal citizen of the United States, residing at present in Saltillo, in the republic of Mexico, appears before this honorable court and claims 39 bales of cotton, part of said cargo, and states that said claimant, Starke, is the bona fide owner thereof, and that no other party is owner thereof, and avers that the same is not the subject of lawful prize. And he further states that said Starke, claimant, is now in the republic of Mexico, and is unable to appear herein, and the said Charles Andre is the lawful
57 agent and bailee of the cargo claimed herein. And thereupon the said claimant prays this honorable court will be pleased to decree a restitution of the same to said Augustin Starke, claimant herein, as owner thereof, and otherwise right and justice to administer in the premises; and your petitioner will ever pray.

ED. BRIGGS, *Proctor.*
CH'S ANDRE.

Sworn to and subscribed before me this 10th day of Dec., 1863.

K. LOEW, *D'y Cl'k.*

58 *Bond for costs.*

UNITED STATES OF AMERICA,
Eastern district of Louisiana:

Know all men by these presents that we, Charles Andre, agent of Augustin Starke, claimant and owner of part of the cargo, as principal, and C. Seiler as surety, are held and firmly bound unto the United States, libellant, in the sum of two hundred and fifty dollars, lawful money of the United States of America, for the payment whereof to the said United States, or assigns, we jointly and severally bind ourselves, our heirs, executors, and administrators, firmly by these presents.

Witness our respective names and seals, hereunto affixed by us at New Orleans, this 19th day of Dec'r, one thousand eight hundred and sixty-three.

Whereas an admiralty warrant was lately issued out of the honorable the district court of the United States of America for the eastern district of Louisiana, at the suit of the United States *vs.* Sch'r Jenny and cargo, her tackle, apparel, and furniture, and numbered 7743 on the docket of the said court, commanding the marshal to seize and take into his possession the said schooner and cargo, which has been seized accordingly, the said Charles Andre having at the time of the signing, sealing, and delivery of these presents filed a claim thereto, which is now of record in the clerk's office of this court:

Now the condition of the above obligation is such that if the said claimant and sureties shall satisfy all damages and costs as may be decreed against them, then the foregoing obligation is to be void; but otherwise, shall remain in full force and virtue.

CHARLES ANDRE. [L. S.]
C. SEILER. [L. S.]

Signed, sealed, and delivered in the presence of—
K. LOEW, *D'y Cl'k.*

59 *Amended claim of Conrad Seiler, agent, filed 10th Dec'r, 1863.*

United States dist. court for the east. dist. of La.

UNITED STATES
vs.
SCH'R JENNY AND CARGO } In prize.

To the honorable E. H. Durell, judge of the district court of the United States for the east. dist. of Louisiana:

Conrad Seiler, by leave of court intervening for the interest of R M. Elkes, a loyal citizen of the United States, in the cargo of the aforesaid schooner, appears before this honorable court and claims 44 bales of cotton, part of said cargo, and states that the said R. M Elkes is the bona fide owner thereof, and that no other party is owner thereof, and that the same is not the subject of lawful prize. And he further states that the said R. M. Elkes, formerly residing in New York, is a lawful citizen of the United States, and now in the republic of Mexico and unable to appear herein,
60 and that the said Conrad Seiler is the agent and lawful bailee of the cargo claimed herein.

And therefore the said claimant prays that this honorable court will be pleased to decree a restitution of the same to the said R. M. Elkes, as owner thereof, and otherwise right and justice to administer in the premises.

ED. BRIGGS, *Proctor.*
CONRAD SEILER.

Sworn to and subscribed before me this 10th Dec'r, 1863.
K. LOEW, *D'y Cl'k.*

Bond for costs.

61 UNITED STATES OF AMERICA,
Eastern district of Louisiana:

Know all men by these presents that we, C. Seiler, agent of R. M. Elkes, of ———, claimant and owner of the part of the cargo, as principal, and Ch's Andre as surety, are held and firmly bound unto the United States, libellant, in the sum of two hundred and fifty dollars, lawful money of the United States of America, for the payment whereof to the said U. S., or assigns, we jointly and severally bind ourselves, our heirs, executors, and administrators, firmly by these presents.

Witness our respective names and seals, hereunto affixed by us at New Orleans, this 10 day of Dec'r, one thousand eight hundred and sixty-three.

Whereas an admiralty warrant was lately issued out of the honorable the district court of the United States of America for the eastern district of Louisiana, at the suit of the United States *vs.* schr. Jenny and cargo, her tackle, apparel, and furniture, and numbered 7143 on the docket of the said court, commanding the marshal to seize and take into his possession the said schooner and cargo, which has been seized accordingly, the said C. Seiler having at the time of the signing, sealing, and delivery of these presents filed a claim thereto, which is now of record in the clerk's office of this court:

Now the condition of the above obligation is such that if the said claimant and surety shall satisfy all damages and costs as may be decreed against them, then the foregoing obligation is to be void; but otherwise, shall remain in full force and virtue.

C SEILER. [SEAL.]
CH'S ANDRE. [SEAL.]

Signed, sealed, and delivered in the presence of—
K. LOEW, *D'y Cl'k.*

62 *Auctioneer's bill, filed Dec'r* 10, '63.

NEW ORLEANS, *Dec'r* 5, '63.

Mr. James Graham, U. S. marshal east. dist. La., to G. A. Hall, U. S. prize auctioneer, Dr.

To commission on sale of 52 bales damaged cotton, being portion of the cargo of the schooner Jenny—

Say 1 per cent. on	$10,000		$100 00
4-10 per cent. on	3,225		12 90
Amount as per proces verbal	13,225		
New Orleans Times, advertising		$2 00	
Era, advertising		2 00	
Louisiana State Gazette, advertising		4 00	
			8 00
			120 90

Bill of New Orleans Times, Dec'r 7, 1863.

Mr. G. A. Hall to the New Orleans Times Dr.

December 3, 1863, for advertising sale of 52 bales damaged cotton, schooner Jenny $2 00

Received payment.

HENRY GREEN.

63 *Bill of Era, Dec'r 3.*

Mr. G. A. Hall to Era office Dr.

For advertising 52 bales damaged cotton..... $2 00

Paid.

J. W. ALVIN.

Bill of Louisiana State Gazette, Dec'r 5, '63.

Mr. G. A. Hall, U. S. prize auctioneer, to Louisiana State Gazette Dr.

Dec'r 2, '63, for advertising sale 52 bales damaged cotton at Planters' Press, 3 times, 2 squares, in German..... $4 00

Received payment.

E. H. BOELITZ,
Per SALAIM.

Appraisement, filed 12 Dec'r, '63.

The undersigned, inspector for underwriters of New Orleans, and general marine and river surveyor for the inspection of vessels, steamers, and cargoes, hereby certify that, instructed by the U. S. prize commissioners, I have this day held a survey on the cargo of cotton from on board the prize
64 schooner Jenny, now in the Planters' Press, in this city. And on a careful examination of that portion which was on deck, say 52 bales, is wet and damaged by exposure both with salt and fresh water. I therefore recommend that the said 52 bales of cotton be sold at public auction for the benefit of whom it may concern.

Given under my hand and seal this 1 Dec'r, 1863.

(Sig.) RICH'D SWAIN, [SEAL.]
Marine Surveyor.

Proces verbal of auctioneer and marshal's return on order of sale, filed December 12, '63.

I, G. A. Hall, U. S. prize auctioneer, do hereby certify that, under and by virtue of an order of the honorable district court of the United States, eastern district of Louisiana, directed to the U. S. marshal for the district aforesaid, in suit by the U. S. *vs.* the schooner Jenny, her tackle, &c.,
65 and cargo, No. 7743 of the docket of the said court, I offered fifty-two bales of damaged cotton, (being part of the cargo of schooner Jenny,) for sale at public auction on Saturday, the 5th day of December, 1863, at 12 a. m, at the Planters' Press, corner of Annunciation and Richard streets, at which said sale the same was sold for cash at the prices in the lots, and to the purchasers as hereinafter set forth, to wit :

Lot.	Names of purchasers.	Articles purchased.	Amount.
1	A. F. Dunbar.....	5 bales cotton, at $312 50..	$1, 562 50
2	—— Maury.....	5.....do.....250 00..	1, 250 00
3	C. Wilson.....	5.....do.....305 00.	1, 525 00
4	—— Maury.....	5.....do.....235 00..	1, 175 00
5	C. H. Wilson.....	5.....do.....257 50..	1, 287 50
6	—— Maury.....	5.....do.....240 00..	1, 200 00
7	C. H. Chase.....	5.....do.....257 54..	1, 287 50
8	C. H. Chase.....	5.....do.....222 50.	1, 112 50
9	Wm. Curley.....	5.....do.....270 00..	1, 350 00
10	A. F. Dunbar.....	5.....do.....245 00..	1, 225 00
11	Wilson & Lunn.....	2.....do.....125 00..	250 00
			13, 225 00

New Orleans, La., Dec'r 5, 1863

G. A. HALL, *U. S. P. Auctioneer.*

To JAS. GRAHAM, *U. S. M., E. D. La.*

66 The petition and order of sale is already copied at page 53.

Marshal's return on order of sale, filed Dec'r 12th, '63.

UNITED STATES OF AMERICA,
Eastern district of Louisiana:

Pursuant to the within order of court I have caused 52 bales damaged cotton to be sold at public auction, and to the highest bidder, at the Planters' Press, corner of Annunciation and Richard streets, on Saturday, the 5th December, 1863, at 12 o'clock m., having given three days' previous notice of the time, place, and manner of the sale in the N. O. Times, a daily newspaper printed in New Orleans; and by G. A. Hall, U. S. prize auctioneer, on the day of sale and at such sale, as appears by the proces verbal of said auctioneer hereto attached, the same was sold for cash at the prices in the lots and to the purchasers as hereinafter said forth, viz:

67

1.	A. F. Dunbar, 5 bales cotton, at $312 50.....	$1,562 50
2.	—— Maury, 5 bales cotton, at $250 00.....	1,250 00
3.	C. Wilson, 5 bales cotton, at $305 00.....	1,525 00
4.	—— Maury, 5 bales cotton, at $235 00.....	1,175 00
5.	C. H. Wilson, 5 bales cotton, at $257 50.....	1,287 50
6.	—— Maury, 5 bales cotton, at $240 00.....	1,200 00
7.	C. H. Chase, 5 bales cotton, at $257 50.....	1,287 50
8.	C. H. Chase, 5 bales cotton, at $222 50.....	1,112 50
9.	Wm. Curley, 5 bales cotton, at $270 00.....	1,350 00
10.	A. F. Dunbar, 5 bales cotton, at $245 00.....	1,225 00
11.	Wilson & Lunn, 2 bales cotton, at $125 00.....	250 00
		13,225 00

(Sig.) J. Q. A. HOIT, *D'y U. S. Marshal.*

Received from James Graham, U. S. marshal, thirteen thousand two hun-

dred and twenty-five dollars, the proceeds of the said sale as represented to me by the said proces verbal, the moneys to be disposed of as the court directs, and for which I have signed duplicate receipts.

(Sig.) ALFRED SHAW, *Clerk.*

New Orleans, 9th Dec'r, 1863.

68 *Harbor-masters' bill, filed Dec'r* 14, 1863.

NEW ORLEANS, *Dec'r* 1*st*, 1863.

Schooner Jenny to board of harbor-masters, and master, and wardens, Dr.

To harbor-masters' dues on 75 tons, at 2 cts	$1 50
Port wardens entrance fees	5 00
	6 50

Order cause fixed for trial, Dec'r 15*th*, 1863.

UNITED STATES
vs.
SCHOONER JENNY AND CARGO. } 7743.

On motion of the dist. att'y, ordered that this cause be fixed for trial on Thursday, 17th inst., at 10 a. m. and that the claimants be notified thereof.

Notice.

To E. Briggs, esq.:

You are hereby notified that the above cause has been assigned for
69 trial on Thursday 17th instant, at 10 a. m.

By order of court.

K. LOEW, *D'y Cl'k.*

N. Orleans, Dec'r 15, 1863.

Service.

Rec'd 16th Dec'r, 1863, and on the same day served a copy of the within on E Briggs, esq., in person.

J. Q. A. HOIT, *D'y U. S. Marshal.*

Order cause continued, Dec'r 17, 1863.

UNITED STATES
vs.
SCHOONER JENNY AND CARGO. } 7743.

It is ordered that this cause fixed for this day be continued indefinitely.

Marshal's bill, filed Dec'r 19, 1863.

United States district court, east. district of Louisiana.

UNITED STATES
vs.
SCHOONER JENNY AND CARGO. } 7743.

I certify that the costs and charges of the U. S. marshal amount
70 to $315 70.

Attest: J. Q. A. HOIT, *D'y U. S. Marshal.*

Detail:

Marshal's fees	$31 90
Expenses transporting instruments to office	50
Extra services at sale and delivery	5 00
Publishing monition, N. O. Times	18 00
Bill, Kean and Stanley, stevedores	67 00
Bill, R. Swain and P. Steele, appraisers vessel	20 00
Bill, R. Swain and P. Steele, surv'y 52 bales	13 00
Bill, Planters' Press, storage	18 05
Bill, Jno. Christie, discharging clerk	10 00
1 per cent. commission on sale	132 25
	315 70

Appraisers' report.—Appraisement.

OFFICE OF THE UNITED STATES PRIZE COMMISSIONERS,
Appraisers' department, New Orleans, D'r 4, 1863.

SIR: We, the undersigned, duly appointed appraisers, have examined the 52 bales damaged cotton captured on the schooner Jenny, from Rio
71 Grande, and are of opinion that the actual market value or wholesale prices of the said cotton is, and we do therefore appraise the same, as follows:

Marks.	No.	Description of merchandise or vessel.	Value per bale.	Value.
Lot No. 1	5	Bales damaged 40, 25, 10, 50, 30	$262	$1, 310
" 2	5	.....do.....25, 15, 25, 25, 25	230	1, 150
" 3	5	.....do.....15, 16, 25, 39, 35	220	1, 200
" 4	5	.....do.....10, 30, 35, 15, 15	220	1, 200
" 5	5	.....do.....35, 39, 30, 40, 25	200	1, 000

Marks.	No.	Description of merchandise or vessel.	Value per bale.	Value.
Lot No. 6	5	Bale sdamaged 25 15 49 40 25	$200	$1,000
" 7	5	.....do.....60 69 69 79 79	200	1,000
" 8	5	.....do.....35 40 45 15 15	200	1,000
" 9	5	.....do.....19 39 39 29 20	220	1,200
" 10	5	.....do.....50 50 19 19 20	225	1,125
" 10½	2	.....do 1 broken, 1 crate, called 2 bales	150	300
	52			11,485

Recapitulation in this 153 packages, viz:
62 sound.
89 damaged, only 52 sold.
2 bales broken, and crate, called 2 bales.

153 bales.

(Signed) H. G. HEARTT,
U. S. appraisers to the U. S. Prize Commissioners, N. Orleans.

72 *Appraisers' bill.*

U. S. PRIZE COMMISSIONERS' OFFICE,
Appraisers' Department, New Orleans, Dec'r 13, 1863.

In the matter of the schooner Jenny (damaged part of cargo,) and cargo, a prize. To appraisers' office Dr.

Dec'r 13, 1863, to appraisement of 52 bales damaged cotton, part of cargo of the schooner Jenny, $11,485, at 1 per cent..... $114 85
To classification, arranging, marking, assorting, and sampling, $11,485 at 1 per cent..... 114 85

229 70

Inventory, filed Dec'r 22, 1863.

Inventory of schooner Jenny as she now lies opposite post 27: 1 mainsail, 1 foresail, 1 jib, 1 flying-jib, 1 chronometer, 1 quadrant, 2 anchors
73 and chains, 3 tarpaulins, 1 lamp, 1 stove and cooking utensils, 1 small lot of crockery, 2 compasses, 1 hawser, 1 table and 2 stools, 6 water casks, 2 water buckets, 1 clock, 1 United States flag, (torn,) 1 British flag, 1 yawl and 2 oars, and a cargo consisting of about 154 bales of cotton.

I certify that the above inventory is correct.

JNO. M. WYMAN, *D'y U. S. Marshal.*

New Orleans, October 21, 1863.

Hearing and submission.

UNITED STATES
vs.
SCHOONER JENNY AND CARGO. } 7743.

74 This cause came on this day for trial. District attorney for libellant; Ed. Briggs for claimants.

And the p'eadings being read, the dist. att'y offered in evidence the admiralty warrant, monition, and marshal's return, the testimony taken in preparatorio, the report of the prize commissioners, and the papers found on the vessel, and after hearing counsel, the court took the matter under advisement.

Extract from the minutes of Dec'r 22, 1863.

Copy of papers found on the vessel, and offered in evidence by the dist. att'y, on day of trial, Dec'r 22, 1863.

75 Manifest of cargo shipped by Charles Frederick Jenny, in Matamoros, on board the British schooner Jenny, whereof J. Johnson is master, for New York.

Marks.	No.	Packages and contents.	Quantities.		To be landed at.
SR	71	Bales of cotton....	34, 790	$9, 393	Cons'gd to order N.Y.
RME	44	.....do.....	21, 000	5, 040	Cons'gd to H. Fersenheim, N. Y.
AS	39	.....do.....	17, 386	6, 237	Cons'gd to Ruprecht Fertner, N. Y.
	154	together lbs.....	73, 176	20, 670	

One hundred and fifty-four bales cotton, weighing seventy three thousand one hundred and seventy-six pounds. Value twenty thousand six hundred and seventy dollars in gold.

(Sig.) CHARLES FRED. JENNY.

U. S. CONSULATE, *Matamoros, Sept.* 17, 1863.

I, the undersigned, consul of the United States of America for Matamoros and the dependencies thereof, do hereby certify that on this day before me

personally appeared Chas. F. Jenny, the subscriber to the above mani-
76 fest, who declared that said manifest exhibits a true and faithful statement of the cargo of the schooner Jenny bound from this port to New York.

In testimony whereof, witness my hand and seal of this consulate
[SEAL] the day and year above written.

L. PIERCE, *U. S. Consul.*

Agreement for foreign-going ships sanctioned by the Board of Trade, in pursuance of 13 and 14 Vic., c. 93, s. 46.

Name of ship, Jenny; port of registry, Prov'l Havana; burden, 86 tons; name of master, J. Johnson; number of his certificate, ——; date and place of 1st signature of agreement, Havana, July 21, 1863.

The several persons whose names are hereunto subscribed hereby agree to serve on board the said ship, in the several capacities expressed against their respective names, on a voyage from Havana to Matamoros, and back to some port of discharge in the West Indies.

77 And the said crew agree to conduct themselves in an orderly, faithful, honest, and sober manner, and to be at all times diligent in their respective duties, and to be obedient to the lawful commands of the said master, or of any person who shall lawfully succeed him, and of their superior officers in everything relating to the said ship, and the stores and cargo thereof, whether on board, in boats, or on shore; in consideration of which services to be duly performed, the said master hereby agrees to pay to the said crew, as wages, the sums against their names respectfully expressed, and to provide them with provisions according to the annexed scale. And it is hereby agreed that any embezzlement or wilful or negligent destruction of any part of the ship's cargo or stores, shall be made good to the owner, out of the wages of the person guilty of the same; and if any person enters himself as qualified for a duty which he is incompetent to perform, his wages shall be reduced in proportion to his incompetency.

78 And it is also agreed that if any member of the crew considers himself to be aggrieved by any breach of the agreement or otherwise, he shall represent the same to the master or officer in charge of the ship in a quiet and orderly manner, who shall thereupon take such steps as the case shall require.

In witness whereof, the said parties have subscribed their names hereto on the days against their respective signatures mentioned.

79 Signed by J. Johnson, master, on the 21st July, 1863.

Signatures of crew.	Age.	Place and time of entry.	Capacity.	Am't of wages per month.	Am't of wages advanced on entry.	Town or county where born.
John Somers, his x mark	36	Havana, July 31	Seaman...	25	25	Liverpool
Thomas Reed, his x mark	38	" " "	"	25	25	London.
Frederick Nelson, his x mark..	30	" " 21	"	25	25	Sweden.
Francis Allen, his x mark...	30	" Aug. 2	"	25	25	New Orleans.
J. Rosenfield	27	" July 2	Supercargo	.....	.....	Germany.
Adolph Riedle	24	" Aug. 5	Cook..	35	35	France
Geo. R. Edgett.	22	Matamoros	Mate.	40	.....	St. John's N. B.
Wm. Wallace	49	"	Seaman ..	25	25	St. John's, Canada.
Andrew Cheney	25	"	"	25	25	Nassau
G. Bowring	28	"	2d mate...	25	15	Echo England.

(Sig.)

CHS. GARRIC, *Shipping Master.*
G. R. EDGETT.

BRITISH VICE-CONSULATE, *Matamoros, Sept.* 18, 1863.

Deposited on arrival on the 1st Aug., and now returned to the master on clearing for Nassau.

I certify that J. Rosenfield has been discharged at this port.

By the vice-consul.

PAUL ZURN.
H. B. M. Act'g Vice-Consul.

80 *Agreement for foreign-going ship.*

Name of ship.	Port of reg.	Date of reg.	Burden.	Name of master.	Date and place of sig. of agreement.
Jenny.....	Matamoras.	Ap'l 27, '63.	85 62-95.	J. Johnson.	Boco del Rio Grande, 23 Sept., '63.

The several persons whose names are hereby subscribed agree to serve on board the said vessel in the several capacities expressed against their names, respectively, on a voyage from Matamoras to New York, via Nassau, N. P. And the said crew agree to conduct themselves in an orderly, faithful, honest, and sober manner, and to be at all times diligent in their respective duties, and to be obedient to the lawful commands of the said master, or of any person who shall lawfully succeed him, and of their superior officers in everything relating to the said ship and the stores and cargo thereof, whether on board, in boats, or on shore. In consideration of which services to be duly performed the said master hereby agrees to pay the said crew, as wages, the sums against their names, respectively, expressed, and to supply them with provisions according to customary scale. And it is hereby agreed that any embezzlement or wilful destruction of any
81 part of the ship's cargo or stores shall be made good to the owner out of the wages of the person guilty of the same; and if any person enters himself as qualified for a duty which he proves incompetent to perform, his wages shall be reduced in proportion to his incompetency. And it is also agreed that if any member of the crew considers himself to be aggrieved by any breach of the agreement, or otherwise, he shall represent the same to the master or officer in charge of the ship in a quiet and orderly manner, who shall thereupon take such steps as the case may require.

In witness whereof, the said parties have subscribed their names hereto on the days against their respective signatures expressed.

Sig. by J. Johnson, master, on this 23 Sept, '63.

Sign. of crew.	Age	Where born	Name of vessel last served.	Place and time of entry.	Capacity.	When to be on board	Wages.	Advances
Geo. R. Edgett.....	22	St John's, N.B.	Sch'r Deer. ...	Boco del Rio Aug. 30,'63	Mate. ..	At once.	$45	
his Francis ✕ Danatti .... mark.	47	Manilla.	St'r Bravo.....	Sept. 12.....	Cook....	At once.	35	
Andrew Cheney	25	New York....	Sch'r Deer.....	Sept. 6.	Seamen.	At once.	20	
Geo ge Bowring	28	England..	Sch'r Echo. ...	Sept. 19. ..	Seaman.	At once.	20	
Wm. Wallace	19	St.John's, N.B	Sch'r Bravo....	Sept. 4.. ...	Seaman.	At once.	20	

Signature of shipping master—

E. LAMBERT.

82 *Marine survey.*

STATE OF LOUISIANA, *port of New Orleans:*

The undersigned, inspectors for underwriters of New Orleans and gene-

ral marine and river surveyors for the inspection of vessels, steamers, and cargoes, hereby certify that we have attended to the repairs made upon the schooner Southron, of this port, of 80 tons register, built in Alabama in 1850. She has been hauled out this month, been opened partly, new timbered, and had new top-sides and part new bottom-plank. She is now in good order and well found in every respect, and stands A (2) two at the insurance companies in this city, and cargo by her to any port where vessels of her size usually go will be insured at the same rate as on an A (1) one vessel.

Given under (my) our hands and seal this 14th March, 1863.

RICH. L. ROBERTSON,
RICH'D SWAIN,
Marine surveyors.

83 Invoice of 71 bales cotton shipped on board the English schooner Jenny, Captain J. Johnson, bound for New York, consigned to order and for account of Charles Fred. Jenny, in Matamoras:

[S. & R.]	71 bales cotton, weighing 34,790, at $2.....	$8,349 60
	Shipping exp., 3 per cent.....	1,043 70
		9,393 30

Matamoras, Sept. 17, 1863.

CHARLES FRED. JENNY.

No. 69.

Declaration under oath.

I, Chas F. Jenny, of Matamoras, do solemnly swear that I am purchaser of the goods, wares, and merchandise in the within invoice mentioned and described; that the said invoice is in all respects true; that as to all the goods, wares, and merchandise therein mentioned, it contains a true and full statement of the time when and the place where the same were purchased, the actual cost and quantity thereof, and of all the charges thereon;
84 that no discounts, bounties, or drawbacks are contained in said invoice except such as have been actually allowed thereon; that the currency in which said invoice is made out is the currency which was actually paid for the said goods, wares, and merchandise, and that no different invoice thereof has been or will be furnished to any one. I further declare that it is intended to make entry of the goods, wares, and merchandise mentioned in said invoice at the port of , in the United States of America.

(Sig., in triplicate,) CHARLES FRED. JENNY.

Dated in Matamoras, 17 Sept., 1863.

Consul's certificate.

I, Leonard Pierce, jr., consul of the United States at Matamoras, do hereby certify that at Matamoras, on this 17th day of Sept., A. D. 1863, the within invoice, numbered 69, in which are mentioned and described certain cotton, amounting, with the charges thereon, to the gross sum of $9 393, was produced to me by C. F. Jenny in person, the purchaser of the
85 goods, wares, and merchandise therein mentioned, who declared, in writing, in my presence that it was intended to make entry of said goods, wares, and merchandise at the port of New York, in the U. S. of

America. I do further certify that I am satisfied that the person making the declaration hereto annexed is the person he represents himself to be, that he is a credible person, and that the statements made in the said declaration are true.

Witness my hand and seal of office, at Matamoras, the day and year aforesaid.

[SEAL.]

L. PIERCE, JR.,
Consul of the U. S. of America.

Invoice of the following cotton shipped on board the schooner Jenny and consigned to Ruprecht & Fortner, New York:

A. S.	39 bales of cotton, whg. 17,386 lbs., 36	$6,258 96
	Comm. 2½	156 47
		6,415 43

Matamoras, Sept. 14, 1863.
N. 71.

GROAS, BLERCHY & CO.

86 *Declaration.*

I, E. Pentenrieder, of Matamoras, do solemnly and truly declare that I am the purchaser of the goods, wares, and merchandise in the within invoice mentioned and described; that the said invoice is in all respects true; that as to all the goods, wares, and merchandise therein mentioned, it contains a true and full statement of the time when and the place where the same was purchased, the actual cost and quantity thereof, and of all the charges thereon; that no discounts, bounties, or drawbacks are contained in said invoice, except such as have been actually allowed thereon; that the currency in which said invoice is made out is the currency which was actually paid for the said goods, wares, and merchandise, and that no different invoice thereof has been or will be furnished to any one.

I further declare that it is intended to make entry of the goods, wares, and merchandise mentioned in said invoice at the port of New York, in the U. S. of America.

(Signed, in triplicate,) E. PENTENRIEDER, *Purchaser.*

87 Dated at Matamoras, this 17th Sept., '63.

Consul's certificate.

I, Leonard Pierce, jr., consul of the U. S. at Matamoras, do hereby certify that, at Matamoras, on this 17th day of Sept., 1863, the within invoice, numbered 71, in which are mentioned and described certain cotton, amounting, with the charges thereon, to the gross sum of $6,415 43, was produced to me by E. Pentenrieder in person, the purchaser of the goods, wares, and merchandise therein mentioned, who thereupon declared, in writing, in my presence that it was intended to make entry of said goods, wares, and merchandise at the port of New York, in the U. S. of America. I do further certify that I am satisfied that the person making the declaration hereto annexed is the person he represents himself to be, that he is a credible person, and that the statements made in the said declaration are true.

Witness my hand and seal of office, at Matamoras, the day and year aforesaid.

[SEAL.]

L. PIERCE, JR.,
Consul of the U. S. of America.

88 Invoice of 44 bales cotton shipped on board the English schooner Jenny, Captain J. Johnson, bound for New York, consigned to H. Fersenheim, New York, for account of Charles Fred. Jenny, in Matamoras.

R. M. E. No. 70.	44 bales cotton, weighing 21,000, at 21	$4,410
	Shipping expenses, 3	630
		5,040

CHARLES FRED. JENNY.

Matamoras, Sept. 17, 1863.

Declaration.

I, Charles F. Jenny, of Matamoras, do solemnly and truly declare that I am purchaser of the goods, wares, and merchandise in the within invoice mentioned and described; that the said invoice is in all respects true; that as to all the goods, wares, and merchandise therein mentioned it contains a true and full statement of the time when and the place where the same was purchased, the actual costs and quantity thereof, and of all the charges thereon; that no discounts, bounties, or drawbacks are contained in
89 said invoice, except such as have been actually allowed thereon; that the currency in which said invoice is made out is the actual currency which was paid for the said goods, wares, and merchandise, and that no different invoice thereof has been or will be furnished to any one. I further declare that it is intended to make entry of the goods, wares, and merchandise mentioned in said invoice at the port of New York, in the U. S. of America

(Signed, in triplicate,) CHARLES FRED. JENNY.

Dated at Matamoras, this 17 Sept., 1863.

Consul's certificate.

I, Leonard Pierce, jr., consul of the U. S. at Matamoras, do hereby certify that, at Matamoras, on this 17th day of Sept., 1863, the within invoice, numbered 70, in which are mentioned and described certain cotton, amounting, with the charges thereon, to the gross sum of $5,040, was pro-
90 duced to me by Chas. F. Jenny in person; that it was intended to make entry of said goods, wares, and merchandise at the port of New York, in the U. S. of America. I do further certify that I am satisfied that the person making the declaration hereto annexed is the person he represents himself to be, that he is a credible person, and that the statements made in the said declaration are true.

Witness my hand and seal of office, at Matamoras, the day and year aforesaid.

[SEAL.]

L. PIERCE, JR.,
Consul of the U. S. of America.

Bill lading.

[Weights and contents unknown. Not accountable for torn bagging and rope and country damage.]

Shipped, in good order and condition, by Groas, Blerchy & Co, on board the English schooner called the Jenny, whereof J. Johnson is master, now lying at the port of Matamoras and bound for New York, to say, A. S. 39 bales cotton, whg. 17,386 lbs., being marked and numbered as in the margin, and are to be delivered in the like order and condition at the
91 port of New York, the dangers of the seas only excepted, unto Messrs. Ruprecht & Fortner, or to their assigns, he or they paying freight

for the said at the rate of two three quarter ($2\frac{3}{4}$) cents, in gold, per pound weight, less forty-eight three quarter ($48\frac{3}{4}$) dollars, in gold, allowance for compressing the cotton.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in Matamoros, the 13th day of Sept., 1863.

Freight at two and three quarter cents, in gold, with 5 per cent. primage, to be paid on weight delivered.

J. JOHNSON.

Bill lading.

Shipped, in good order and condition, by Charles F. Jenny, on board the British schooner called the Jenny, whereof J. Johnson is master, now lying at the port of Maramoras and bound for New York, to say, (S. R. 71)
92 seventy-one bales cotton, wghg. together 34,790 pounds, [not accountable for ropes, torn bagging, and country damage,] being marked and numbered as in the margin, and are to be delivered in the like order and condition at the port of New York, the dangers of the seas only excepted, unto order, or to his assigns, he or they paying freight for the said cotton at the rate of four cents for each pound, with five per cent primage, in gold, for weight delivered.

In witness whereof, the master or purser of the said vessel hath affirmed to five bills of lading, all of this tenor and date, one of which being accomplished the others to stand void. Dated in Matamoras the 15th day of September, 1863. Weights and contents unknown.

J. JOHNSON.

Endorsed: Deliver the within goods to Messrs. Hennings & Gœsling, of New York, or order.

Swiss property insured through Messrs. Lemonier & Co., Liverpool.

Matamoras, 18th Sept., 63.

CHAS. F. JENNY.

Bill lading.

Shipped in good order and condition by C. F. Jenny, on board the
93 schooner called the Jenny, whereof J. Johnson is master, now lying at the port of Matamoras, and bound for New York, to say R. M. E. 44 bales cotton, weighing 21,000 pounds. Weights and contents unknown; not accountable for torn bagging and rope and country damage, being marked and numbered as in the margin, and are to be delivered in like order and condition at the port of New York, unto Mr. H. Fersenheim, 76 Beekman street, or to his assigns, he or they paying freight for said cotton at the rate of $2\frac{1}{2}$ cents per pound, with 5 per cent primage.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void. Dated in Matamoras the 14th day of Sept., 1863.

J. JOHNSON.

Freight payable on weight delivered—21,000 lbs., at $2\frac{1}{2}$ cts.....	$525 00
Primage 5 per cent.....	26 25
Gold.....	551 25

Endorsed: Deliver to R. M. Elkes, esq., or order.

Matamoras, 17th Sept., 1863.

CHARLES F. JENNY.

94 *Bill of sale of schooner Southron, from J. Schlickum to Hale & Co.*

REPUBLIC OF MEXICO, *Port of Matamoras.*

To all people to whom these present bill of sale shall come, I, Julius Schlickum, of New Orleans, in the State of Louisiana, send greeting:

Know ye that I, the said Julius Schlickum, for and in consideration of the sum of seven thousand dollars, cash to me in hand well and truly paid at or before the ensealing and delivery of the presents by Hale & Co., of Matamoras aforesaid, the receipt whereof I do hereby acknowledge, and am therewith fully and entirely satisfied and contented, have and by these presents do grant, bargain, and sell unto, and put in possession of the said Hale & Co., all the hull or body of the good schooner called the Southron, together with all and singular her masts, tackle, apparel, and furniture and
95 appurtenances of whatever kind on board and belonging to her, as she now lays at the said port of Matamoras, the certificate of whose registry is as follows, viz:

"In pursuance to an act of Congress of the United States of America, entitled 'An act concerning the registering and recording of ships and vessels,' P. A. Fronty, of New Orleans, State of Louisiana, having taken or subscribed the oath required by the said act, and having sworn that he is a citizen of the United States, and the only owner of the ship or vessel called the Southron, of New Orleans, whereof P. A. Fronty is at present master, and is a citizen of the United States, as he hath sworn, and that the said ship or vessel was sold by order of the U. S. sequestration commission in New Orleans, and W. C. Flanders, acting deputy surveyor; that the said ship or vessel has one deck and two masts; that her length is 70 feet, her breadth 23
96 feet 3 inches, her depth 6 feet 3 inches, and that she measures 85 62-95 tons; that she is a schooner, has a square stern, and a billed-head; and the said P. A. Fronty having agreed to the description and admeasurement above specified, and sufficient security having been given according to the said act, the said schooner has been duly registered at the port of New Orleans No. 42, permanent.

"Given under our hands and seal, at the port of New Orleans, the 18th day of March, in the year one thousand eight hundred and sixty-three.

"L. E. CHITTENDEN, *Register.*
"W. C. GRAY, *Collector's Department.*"

To have and to hold the said granted and bargained schooner and premises, with all the appurtenances, unto the said Hale & Co., their heirs, executors, administrators, or assigns, to their only proper use, benefit, and behoof forever. And I, the said Julius Schlickum, do avouch myself to be the true and lawful owner af the said schooner Southron and her ap-
97 purtenances in manner as aforesaid.

And I furthermore, I, the said Julius Schlickum, do hereby covenant and agree to warrant and defend the said schooner Southron and appurtenances against the lawful claims and demands of all persons whatsoever, unto them, the said Hale & Co., their heirs and assigns forever.

In witness whereof, I, the said Julius Schlickum, have hereunto set my hand and seal the 21st day of the month of April, in the year of our Lord 1863.

[SEAL.] JULIUS SCHLICKUM.

Signed, sealed, and delivered in the presence of—
WM. PURCELL.
G. SCHMIDT.

U. S. CONSULATE, *Matamoras, April* 21, 1863.

I, the undersigned, consul of the U. S. of America for Matamoras and the dependencies thereof, do hereby certify that Julius Schlickum signed
98 above bill of sale in my presence, and acknowledged the same to be his act and deed for the purposes therein mentioned.

Given under my hand and the seal of this consulate the day and year above written.

[SEAL.] L. PIERCE, JR., *U. S. Consul.*

HER BRITISH MAJESTY'S VICE-CONSULATE, *Matamoras.*

I, Louis Blackner, esq., H. B. M vice-consul, do hereby certify that L. Pierce, jr., esq., whose true signature and seal of office are affixed to the foregoing document, was on the day and date thereof United States consul in this city, and that to his official acts as such full faith and credit are due.

In testimony whereof, I do hereunto set my hand and seal this 27th day of May, 1863.

By the vice-consul.

PAUL ZURN,
H. B. M. Act'g Vice-Consul.

99 *Declaration of ownership.*

I, John P. Moloney, partner of the firm of Hale & Co., merchants in the city of Matamoras, declare that I and the other members of the said firm are natural born subjects of her Britannic Majesty, and have never taken the oath of allegiance to any foreign state; that the ship the description whereof is prefixed to this my declaration was built in the United States of America, place and time of building unknown, and her foreign name is Southron. P. A. Fronty is the master of said ship. The said firm of Hale & Co. is entitled to be registered as owner of the whole of the 64 shares in the said ship. To the best of my knowledge and belief no person or body of persons, other than such persons or bodies of persons as are by the merchants shipping act,
1854, qualified to be owners of British ships, is entitled as owner to
100 any interest whatever, either legal or beneficial, in the said schooner Jenny. And I make this solemn declaration conscientiously believing the same to be true. Dated at Matamoras, 27th April, 1863.

JOHN P. MOLONEY.

Made and subscribed by the above-named John P. Moloney in presence of me.

PAUL ZURN,
H. B. M. Acting Vice-Consul.

Provisional certificate of registry.

MATAMORAS, *April* 27, '63.

No. —; name of ship, Jenny; British or foreign, foreign; provisional port of registry, Matamoras; how propelled, by sail.

No. of decks, one; no. of masts, two; rigging, schooner; stern, square; build, carved; gallery, none; head, billet; framework, wood.

Measurement.—Length, 70 feet; breadth, 23 feet 3 inches; depth, 6 feet 3 inches. Total tonnage, American, 85 63-95 tons.

I, Louis Blackner, esq., her Britannic Majesty's vice-consul in Mat-
101 amoras, do hereby certify that the ship the description of which is prefixed to this certificate has not been surveyed, and that the above description was taken from her foreign certificate of registry; that P. A.

Fronty is the master of said ship; that said ship was built in the U. S. of America, place and time of building not known; that Messrs Hale & Co., merchants in Matamoras, and British subjects, have purchased the whole of the shares in the said ship. Dated at Matamoras, the 27th day of April, 1863.

By the vice-consul.

[SEAL.]

PAUL ZURN,
H. B. M. Acting Vice-Consul.

Note.—This provisional certificate of registry continues in force only until the 27th day of October, 1863, or until she completes the voyage from Matamoras to some point at which there is a British registrar, whichever first happens.

102 By the vice-consul.

PAUL ZURN,
H. B. M. Act'g Vice-consul.

BRITISH VICE-CONSULATE, *Matamoras, May* 27, 1863.

J. Johnson is now master of the schooner Jenny, in place of P. A. Frontz.

By the vice-consul.

PAUL ZURN,
H. B. M. Act'g Vice-consul.

Power of att'y from Hale & Co., to Jacob Rosenfield.

REPUBLIC OF MEXICO, *port of Matamoras:*

Know all men by these presents that we, Hale and Co., of said port of Matamoras, have and by these presents do make, and nominate, constitute, and appoint Jacob Rosenfield, merchant, of Houston, Texas, our true and lawful agent and attorney in fact, special and irrevocable, for us, and

103 in our name, place and stead, and to our use and benefit, to take charge of the sch'r Jenny, formerly called the Southron, purchased by us of one Julius Schlickum, as per bill of sale of even date herewith, to charter such schooner, to such places, with such persons, for such freights, upon such terms, and to load the same with such freight, for his own account or that of others, in such manner as my said attorney shall think fit; to employ all the necessary hands for the working of said sch'r, and discharge same at pleasure; to collect, recover, and receive of and from all and every person or persons, whenever all such sums of money as shall or may be due said schooner, either for charter-party, passage, or freight; to pay all necessary bills of expenses for said schooner, and upon survey and receipt in the premises to give and grant good and sufficient receipts and discharges for all such collected and received sum or sums of money; to sell, transfer, and convey the said schooner unto such person or persons,

104 at such place or places, and for such price or prices, and upon terms as to the said attorney shall seem fit; to receive and receipt for the purchase price thereof, or any part thereof; to sign, and execute, and deliver, in our name, all such bill or bills of sale, or conveyance of said schooner, as shall or may be requisite and necessary for conveying and transferring unto the purchaser and purchasers thereof a good and sufficient title to the same; to appear for us and in our name before any and all custom-house officers and departments, and there to sign, seal, execute, and deliver all such bond or bonds or other instruments as shall or may be required by the custom-house authorities of all or every port or nation; and to appear for us and in our name in all courts of law, equity, probatory, or admiralty, wheresoever, there to do, prosecute, and defend as occasion

shall or may require; and generally to do and perform all and singular every act, matter, or thing whatever, requisite and necessary to be done in and about the premises and affairs of said schooner, as fully, amply, and effectually to all intents and purposes, and with the same validity as we might or could do ourselves if legally present, with full power of substitution and revolution at the pleasure of our said attorney; thereby ratifying and confirming all and singular the lawful acts of our said attorney, or his substitute, by virtue hereof.

105

In testimony whereof, we hereunto set our hands and affix our seal at the said port of Matamoras, on this 21st day of the month of April, in the year of our Lord, 1863.

JOHN P. MOLONEY.

Signed, sealed, and delivered in the presence of Ch's Byrall, before me.
PAUL ZURN,
H. B. M. Act'g Vice-consul.

I, the within-mentioned Jacob Rosenfield, hereby transfer to Mr. C. F. Jenny, merchant, of this town, all the powers invested in me by the foregoing instrument, to act as my substitute for me, and in my stead, in all and everything concerning the said schooner Jenny.

106

Matamoras, Sept. 12, 1863.

JACOB ROSENFIELD.

Signed, sealed, and delivered in the presence of Louis Scherek before me.
[SEAL.]
PAUL ZURN,
H. B. M. Act'g Vice-consul.

I, the above-mentioned C F. Jenny, hereby transfer to Messrs. Saunders & Co., merchants, of the port of Nassua, all the powers invested in me by the foregoing instrument, to act as my substitute for me, and in my stead, in all and everything concerning the said schooner Jenny.

Matamoras, Sept. 17, 1863.

CHARLES FRED. JENNY.

Signed, sealed, and delivered in the presence of Gustav. Jenny, before me.
PAUL ZURN.
H. B. M. Vice-consul, Act'g.

107 *Bill of health.*

I, consul of the United States of America for the port of Matamoras, do hereby certify that the sch'r called the Jenny, of Matamoras, of the registered burden of 86 tons, whereof J. Johnson is master, navigated by five men, and having on board — passengers, being in all six persons on board, cleared this day at this port for New York. I further certify that in this port and vicinity, and among the shipping thereof, good health prevails, without any suspicion of plague, yellow fever, or any other contagious or pestilential disease whatever, in either an epidemic or sporadic form, and that no such disease has existed either in the place or among the shipping for the past — weeks or months

Given under my hand and seal of this consular office the day and year above written.

L. PIERCE, JR., *U. S. Consul.*

108 *Certificate of clearance.*

HER BRITANNIC MAJESTY'S VICE-CONSULATE, MATAMORAS.

I, Louis Blaeker, esq., her Britannic Majesty's vice-consul at Matamoras,

do hereby certify that J. Johnson, master of the British schooner Jenny, hath duly entered and cleared the said vessel according to law and in conformity with the regulations of this vice-consulate.

Given under my hand and seal of office this 10th day of Sept., 1863.

By the vice-consul.

PAUL ZURN,
H. B. M. Act'g Vice-consul.

Mexican register or permit.

Ano de 1863.

Importacion maritima registro de Salida No. 311, de la goleta Inglesa Jenny, del porte de 86 toneladas su Capitan Johnson, despachado bajo las
109 reglas establecidas por la ley para el puerto de Nueva York.

El administrador y contador de esta aduana maritima y fronteriza certificamos, que con el permiso provenido y formalidades de estilo, se ha habilitado el bnque nacional expresado, su lap'n el referido que hace viaje paya el puerto indicado con los efectos con tenidos en las polizas, que se accompane marcados con el numero uno hasta el 3, que aparece en la siguiente nota y para constancia la firmamos.

Nota de los documentos que se acompana al registro. Numeros poliza, No. 2, Rosenfield; ditto 3, Staeke. Aduana maritima y frontizera de Matamoras, Setiembre 17, 1863.

ANT. GUZMAN.

J. J. AYAMEN.

110 Hoy se ha despachado en esta aduana maritima y fronteriza la goleta Inglesa Jenny, que ha cerrado su registro el dia de hoy para hacer viaje el puerto de Nueva York, con los efectos contenidos en las polizas que le acompano marcados con los numeros, del uno hasta el 3.

Lo que participo a V. para su con ocimiento ofriciendole mi consideracion y aprecio.

Libertad y reforma H. Matamoras, Setiembre 17, 1863.

JUAN J. AYEMON.

C. CONSUL MEJICANO *en Neuva York.*

Senor ad'mor de esta aduana maritima:

Sirvase V. mandar incluir en le registro que tiene abierto la goleta Jenny su Capitan Johnson, que hace viaje para Nueva York, lo que signe
111 35 pacas algodon en rama pesante 15,750 libras. Procediente de la imp. No. 334.

H. Matamoras, Setiembre 8, 1863.

Pro ROSENFIELD & CO.,
ALECK.

Senor ad'mor de esta aduana marit'a:

Sirvase V. mandar incluir on el registro que tiene abierto la goleta Inglesa Jenny su Capitan Johnson que hace viage paro Nueva York, lo que signe, 36 pacas algodon en rama pesando 16,200 libras.

Procediente de la imp'n No. 334.

H. Matamoras, Setiembre 8 de 1863.

Por ROSENFIELD & CO.,
ALICK.

El administrador y contador de la esta aduana maritima y fron-
teriza:

Certificamos que con el permiso prevenido y formalidades de estila se ha despachado en esta aduana la goleta Englesa Jenny que ha
112 cerrado su registro el dia de hay para hacer viage al puerto de Nueva York, su Capitan Johnson ha pagado sus dorechro y no deja responsabilidad alguna.

Y para constancia le espedimos el presente en la H. Matamoras a 17 de St'bre, 1863.

ANTO GUZMAN.

JUAN J. AYUNON.
C. CAPT. *de la goleta Inglesa Jenny.*

113 CONSULATE OF THE U. S. OF AMERICA.

I, the undersigned, consul of the U. S. of America for Matamoras and the dependencies thereof, do hereby certify that the ship "Southron," of New Orleans, S. A. Froupy, master, has been sold at this port, and the register of said ship, numbered 42, has been this day cancelled, one half thereof delivered by me unto the said master, and the second half retained in this consulate, to be forwarded to the register of the treasury.

[SEAL.] Given under my hand and seal of this consulate the day and year above written.

L. PIERCE, *U. S. Consul.*

Filed Nov. 2, 1863.

K. LOEW, *D'y Clerk.*

[For cancelled register of vessel see manuscript.]

114 *Bill of lading of schooner Never Tell found on the Jenny.*

Shipped in good order and well-conditioned by D. Barnes, on board the schooner called the "Never Tell," whereof Jno Johnson is master, now lying in the port of Mobile, and bound for Havana, in Cuba, to say 48 bales of cotton, being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the port of Havana, the dangers of the seas only excepted, unto Rafael Perez, st'r Maria, or to his assigns, he or they paying no freight for the said no freight, without primage, and average accustomed. In witness whereof, the master or purser of the said vessel hath affirmed to 3 bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

LU. $1. 14
CK. 1. 34
48

Dated in Mobile 24th day of December, 1862.

115 *Note from C. F. Jenny to H. L. Schlesinger & Son, New York, enclosed in a private letter No. 2 dated Matamoras, Sept. 18th, '63.*

[From Carl Fred. Jenny to H. L. Schesinger & Son, New York.]

Messrs. Saunders & John, in Nassau, will send to you contract of sale of schooner Jenny, formerly Southron, between Julius Schlickum & Hale & Co., general power of att'y Hale & Co., for J. Rosenfield, endorsed by J. Rosenfield, to C. F. Jenny, Saunders & Son, certified deed of mortgage on said schooner, to facilitate a sale by transfer. The captain possesses these respectively, he has in hand pro. out from Nassau, declaration of ownership by Hale & Co., certificate of insurance inspectors in New Orleans, and all clearance papers; also manifest for the Mex. consul in New York, manifest of lading certified by the U S. consul, departure bills certified by the U. S. consul, bill of health certified by the U. S. consul.

CARL F. JENNY.

116 I beg that all orders given by Julius Sclickum relative to the sch'r Jenny may be considered as issuing from me.

Messrs. Henning & Goesling, New York:

I request you to pay to the order of F. S. Schlisinger & Son, New Y., $8,000, and charge the same to my acc't. Respectfully,

CHAS. F. JENNY.

Matamoras, Sept. 18, '63.

Bill of health.

HER BRITANNIC MAJESTY'S VICE CONSULATE, MATAMORAS.

I, Louis Blacker, her Majesty's vice-consul, do hereby certify that whereas the sch'r Jenny, of which J. Johnson is master, is now ready to depart from the port of Matamoras for Nassau, N. P., and other places beyond the sea, with 6 persons, including the master of said vessel, and no
117 passengers, I, by these presents do make known and certify that no plague or any dangerous or contagious disease at present exists in the said port.

Given under my hand and seal of office this 18th day of Sept., 1863.

By the vice-consul. PAUL ZURN,

H. B. M. Act'g Vice-Consul.

Instructions from C. F. Jenny to the captain of the Jenny.

MATAMORAS, 17 *Sept.*, '63.

Capt. J. Johnson of sch'r Jenny, Boca del Rio:

On your way to New York, where the vessel will be consigned to Messrs. F. S. Schlisinger & Son, you will put into Nassau, and there deliver to Messrs. Saunders & Son the enclosure.

These gentlemen will procure the full register for the sch'r Jenny, and you will follow all the instructions given to you by them.

118 In Nassau you will take the necessary steps to prevent your crew from running away. In every way watch over the safety and the interests of the vessel. Yours,

CHAS. F. JENNY.

Letter from Ch's F. Jenny to H. S. Schlesinger & Son, N. Y.

MATAMORAS, 15 *Sept.*, 1863.

Last winter I had the pleasure to visit you and take now the liberty of addressing my schooner Jenny to you upon the recommendation of the successors of Burchard & Co.

The schooner has been regularly cleared for N. York, but will stop at Nassau to get the definitive register. Messrs Saunders & Son, at Nassau, have charge of that, and will call on you for the expenses thereof, which you will please pay.

I had eventually charged Mess. Saunders & Son to sell the schooner for $4,500 in gold, but as I doubt whether it can be done I transfer the commission to sell the Jenny to you, and the necessary papers for that
119 purpose shall be forwarded to you. Although I do not expect a sale by you at the limit fixed I will remark that in case of a sale you will include the insurance premium, as I have given orders to insure her for one year for 1,100 pound sterling, or less, if the proprietor or purchaser should be compelled to become co-insurer, and I do not know whether the clause re-

served by me in the policy would be accepted Messrs. Lemonius & Co., of Liverpool, will give you information on the subject in due time.

The ship is good and strong; has been lately repaired. The sails and rigging may want something. Should the ship not be sold you will please cause to have made such repairs as are necessary and act for my interest according to your best judgment.

If she be not sold you will please get another captain, as I am dissatisfied with Johnson entirely, and had to keep him solely because I could
120 find no other to supply his place. He did, (for instance,) on the voyage from here to Havana, keep no log book. The ship suffered damages and had to be repaired at Havana, and naturally the insurance co. could not be held accountable for the repairs.

Should the Glacier be in N. York I would recommend Mr. Williams as capt. for the Jenny, and he could get the certificate required by the underwriters.

In case you could procure good freight for the schooner from N. York back to here $2 per bbl. or more you will please do so; otherwise, to load the vessel, on my account, with following goods, best quality:

300 kegs cut nails, No. 6, 8, 10—proportion 3, 5, 2; 50 p'r cart wheels, Mex., &c; 100 dozen mule collars, small sizes; No. 1, 25 cases; No. 2, 25, No. 3, 25, chairs; 50 bedsteads, with high double thin posts; 50 doz. cans
121 oysters; 10 doz. cans conserves; 15 doz. cases assorted fancy crackers; 50 boxes candy; 6 sets wheels; 3 Santa Fe ambulances—travelling carts—if permitted, as I believe; 20 kegs assorted shot up to 100; 100 gross nipples

The cart wheels may be put on the deck, as the Jenny has good tarpaulins.

You will make due remittance to Lemonius & Co. for the insurance, with 15 to 20 per cent. advance.

The am't of your bill please send to Hening & Goesling.

I leave to your judgment if it would be advisable to let the sch'r go to Philadelphia to take her cargo there. I shall probably charge you soon with other commissions, and in the mean time remain,

Yours,

CARL FRED. JENNY.

As I order you only and expressly goods for the Mexican market, as you will see by the order, you will have no difficulties about the bond, &c.

122 *Instructions to Capt. Johnson.*

BOCA DEL RIO, *Matamoras*, 16 *Sept.*, 1863.

Capt. J. Johnson, of sch'r Jenny:

SIR: You will proceed with the schooner you command, without delay, to New York, where the vessel will be consigned to Messrs. F. S. Schlisinger & Son, who will transact her business whilst in port and give you instructions where to go or what to do with the vessel.

You will look to the best interests of the vessel, keep a regular and exact log-book; in short, spare no efforts on your part to watch over the safety of the vessel and cargo and my interest.

If Mr. Julius Schlickum, my agent at the Boca del Rio, should have any instructions to add to the above you will follow them.

Wishing you a prosperous voyage, I am, sir, yours,

CHARLES FRED. JENNY.

123 I enclose you certificate of insp. for underwriters in New Orleans, for schooner Jenny, which you will hand over to Mess. S. Schu-

singer & Son at your arrival in New York. The schooner is insured thro' M ss Lemonius & Co., in Liverpool; in case of any accident, you will procure all the necessary to protect my rights and interests against the underwriters.

Letter from C. F. Jenny to Saunders & Son, of Nassau.

MATAMOROS, *Sept.* 17, 1863.

Messrs. Saunders & Son, in Nassau:

DEAR SIRS: I owe the advantage of your address to Mr. Negman, of the firm of Wegman & Parizot, of Galveston, and take the liberty to trouble you with the consignment of my schooner, called the Jenny, on her way from here to New York.

124 The sch'r is provided with a prov. register, (British,) expiring on the 27th Oct., 1863. This certificate of register, together with the declaration of ownership for Hale & Co, in Matamoros, by J. P. Malony, partner of the firm, will be handed to you by Capt. Johnson.

I herewith enclose you bill of sale of sch'r Southron, (now the Jenny,) between Schlickum and Hale & Co., of this place. Full power of attorney of Hale & Co., i. e. their partner, J. P. Maloney, in favor of J. Rosenfield, transferred by the latter to me, and by me now transferred to you, and beg you will please take all the steps necessary to procure to the schooner a lawful definitive register, before the expiration of her present papers.

According to the English consul here, the papers are made out correctly and in the right form, but still I am not quite satisfied on the subject.

125 Hale & Co. give, as pretended owners, power of attorney, and their partner, J. P. Maloney, signs in his own name, as he did in the declaration of ownership, but it seems to me that his signature ought to have at least the addition of, for Hale & Co., J. P. Maloney, partner of the firm, or something to that effect, if so please have it added. To annoy me, Maloney refuses to make out the papers in the manner I would like to have them, and simply remarks, You have full and irrevocable power of attorney to do or not to do with the schooner whatever you please. I shall never interfere with you or your acts. To shelter myself from any further annoyance, I should like to encumber the schooner with a registered mortgage of about £1,000, in my favor, or in favor of Gustave Jenny, in which mortgage it must be distinctly expressed that the owner of the document can never have a lien on anything or anybody for his security, but the schooner. This

126 no doubt can be done by you, and you would greatly oblige me by attending to the same Such a deed would render the sale of the vessel much less expensive than without it The schooner does not answer my purpose, which was to use her as a lighter on this bar; and if therefore, though it is not likely, present prices in the north being so low, you could sell the schooner to be delivered in New York, after delivering her cargo, or in your port, where she could come to after discharged for about $4,500, please do so, and in case of sale remit the nett proceeds to my firm, Charles Fred. Jenny, in Chur, Switzerland. The schooner is a staunch vessel, classes A 2, as per certificate of N. Orl's survey, now in possession of Capt. Johnson. She has been but very newly, fully, and completely repaired, and her bottom new covered with zinc.

In case of a sale, the insurance premium would have to come into

127 consideration separately, as I have given orders to Messrs. Lemonius & Co., in Liverpool, to insure the schooner for one year for £1,000, (a sum much below her actual cost to me) or less in case the sum should appear too high for such a vessel, as I do not know in what proportion the owners must share in the risk.

I am very sorry to give you so much trouble for such a small matter, but trust

you will excuse me for your outlays. Please draw on Messrs. F. S. Schlesinger & Son, in New York, to whom you also will please forward the documents endorsed to them, if you do not sell the schooner there, the vessel being consigned to them there. If Mr. J. Schlickum, my agent at the Boca de Rio, should give you some further instructions, please consider them as coming from me. His signature you will find in the deed of sale.

I should feel much obliged to you for a report of your market. Here everything is extremely dull; cotton at 24 to 28 cts. I have a con-
128 siderable quantity of English cotton cards here, finished, and the cloth only. Should there be any sale of them at Nassau and at what prices. Here the market is overstocked.

Believe me, dear sirs, respectfully yours,

CHARLES FRED. JENNY.

The name of the schooner makes me nervous. If it could be changed, I would beg you to do so. If you should not sell her, any other name, giving then the necessary informations to Lemonius & Co., Liverpool, for the underwriters.

Letter from Schlickum to F. S. Schlesinger & Son, N. Y.

BOCA DEL RIO GRANDE, *Oct.* 2, 1863.

Messrs. F. S. Schlesinger & Son, N. Y.:

WORTHY SIRS: By order of and in the interest of Mr. C. F. Jenny,
129 I take the liberty to enclose in this letter these few lines. I wrote to Messrs. Saunders & Son, in case this gentleman, up to the departure of the Jenny from Nassau, had not sold her, the power of attorney, executed in favor of this gentleman, shall be transferred to Messrs. Schlesinger, and will you, if the Jenny cannot be sold there, retransfer the power of attorney to Mr George F. Jenny? The capt., Mr. Johnson, is good for nothing, and it is left with you to discharge him. He is, according to my opinion, honest, but an old woman who neglects his duty. He does not by any means look out for the interest of the owner of the schooner. There will be many expenses on the Jenny when she arrives in New York, as her sails and rigging are very old. You will please have all improvements and reparations made on her which, in your judgment, you think proper. To the schooner, besides the regular stores, kitchen utensils, and such like, there be-
130 long two anchors and two chains. The chain of the heaviest anchor is too short; you will please have made it longer. There are 2 tarpaulins which cost here $55 apiece, and one chronometer, one chart of the Gulf of Mexico, one pair of matrasses, &c.

The crew were paid one month's wages in advance. The capt. has to his credit up to the 1st of Oct'r,————blank dollars. He is engaged at $100 a month; he is instructed to store the cotton marked A. S. 39 bales and R. M. E. 44 bales below deck, and of the mark R. S. 71 bales under deck. The rest of the cotton to be loaded on deck and covered with tarpaulins.

With great respect, I remain yours, &c.,

JULIUS SCHLICKUM.

P. S—Mr. L. Mundt, who is recommended to you, goes as a cabin passenger to New York, who will find you out if he has any information to give you, and has promised us to do so.

131 *Receipt from Capt. Johnson.*

Received, Boca del Rio, October 3d, 1863, from Julius Schlickum $150, amount of a month's wages paid in advance to the crew of sch'r Jenny.
Boca del Rio, Oct. 3.

J. JOHNSON.

Receipt from Capt. Johnson.

Received, Boca del Rio Grande, Oct. 3, from Julius Schlickum all the wages due to me up to the 29th September, 1863, as master of schooner Jenny.

J. JOHNSON.

Letter from Schlickum to Saunders & Son.

BOCA DEL RIO, *Oct.* 2, '63.

Mess. Saunders & Son, Nassau:

GENTLEMEN: Mr Chas. F. Jenny asked me to write you and give
132 you such instructions as I might deem proper. Stormy weather and the appearance of a French man-of-war has the schooner Jenny delayed in this port. She will probably sail to morrow. You will please by forwarding the documents to Mess. F. S. Schlesinger & Son, to transfer also the power of att'y to these gentlemen, as they have instructions to sell the schooner if a convenient chance might be found. We do not place great confidence in the captain, Mr. Johnson, and should be much obliged to you if you would be so kind to have him closely watched, though I believe him to be honest. There is a chart, a new chronometer, and a sufficient quantity of provisions on board, I believe sufficient for even a long p ssage to New York. Should Capt. Johnson wish to buy another chart, please to let him
133 have the same. In case this gentleman should neglect his duty there, discharge him at once, and place another capable and trusty man as master of the Jenny.

Capt. Johnson is engaged at $100 per month, and the wages due to him till the first of Oct. are 3 33. All the men have been paid monthly wages in advance. The chronometer, chart, clock, &c., belong to the vessel and not the capt.; also 2 large tarpaulins, 2 compasses, &c.

Very respectfully, yours,

JULIUS SCHLICKUM.

Since Mr. Jenny wrote you cotton raised to 27 and 28. There is not much exportation from Texas to Matamoros, as the commanding general passed an order in accordance with, 20 per cent. of all the cotton crossing the Rio Grande was to be given up to the Conf. authorities. There is a passenger, Mr. L. Mund, on board, who engaged his passage here for $30, and paid the
134 same He is a gentleman and acquainted with Mr. Jenny, and may give you such news from here as may interest you.

J. S.

Mr. Mund has in his possesssion 2 documents; 1 receipt for monthly wages advanced to the crew, and for wages in full till 29 Sept. of Capt. Johnson, and 1 document containing agreement between me and Capt. Johnson for navigating and delivering the vessel and cargo in Nassau and New York.

Agreement.

Between Julius Schlickum as agent of Mr. C. F. Jenny, the owner of the

British schooner Jenny, and Mr. J. Johnson, master of said schooner, the following agreement has been made by these presents, viz:

In consideration of $100 to be paid to Capt. J. Johnson every month that he has or may have command of said good ship, the schooner Jenny, said J. Johnson hereby agrees and binds himself to take good care of
135 said vessel, to her disbursements and cargo, and to act faithfully according to the instructions given to him in regard to vessel and cargo by said C. F. Jenny.

J Johnson further agrees to navigate the said vessel from this port of Matamoros to Nassau, there to procure a new and regular register (British,) and from there to New York, where the vessel has been consigned to F. L. Schlesinger & Son, to whose orders he has to subject, and who are the legal agents and attorneys of said schooner Jenny.

Matamoros, Oct. 3, 1863.

J. JOHNSON.

Letter from L. Mund to Chas. Andre, Bro., N. Orl's.

ON BOARD OF THE VIRGINIA, *Oct.* 14, 1863.

136 DEAR FRIEND: I inform you that we, the crew and passengers of the Jenny, have this afternoon all been put on board the U. S. gunboat Virginia, as prisoners. The Jenny, with Capt. Johnson, has been left at the quarantine. The reasons for which the Jenny was taken I have not yet learned, but believe that a friend of Schlickum's, Mr. Crafman, or somebody else, has given out and stated that the cotton on the Jenny belonged to the owners of the cotton on board the Sir Wm. Peel. On 4th Oct., in the morning, I went on board. The Virginia came in on the 5th —— p m. Mr. Krafman went on board the French gunboat, and on the 6th in the morning, a French cutter went to the Virginia with a piece of writing. In consequence of the contents of that paper the Jenny was most probably taken.

Hoping soon to hear from you, I remain, &c.,

LOUIS MUND.

Letter from same to Schlickum.

137 U. S. GUNBOAT VIRGINIA, *Oct.* 15, 1863.

Mr. J. Schlickum:

DEAR SIR: I hasten to inform you of our safe arrival, and to advise you that, according to what I have heard, the Jenny was captured because she took freight in Am. waters, partly because the papers were made out considerably before the freight came on board, &c. But in fact there might be another ground. It might be probable, according to the expressions used by the officers here on board, that on the 5th of this month a white flag went to the French gunboat, and on the 6th, a. m., a French cutter delivered a paper on board the Virginia, which paper contained a statement that the cotton on board the Jenny belonged to the owners of the cotton of the Sir Wm. Peel. After what took place between you and Cr. nothing would be improbable from that side.

The Jenny was left at the quarantine. Don't know for how long.
138 The letters which you entrusted to me are safe in my possession. Should the Jenny be condemned it would be immaterial in whose hands the ship's property should go over, such as chronometer, maps, charts, &c. In the contrary case, you would have to act accordingly. Probably I shall see Andre one of these days, and to the same object I have just now written him.

L. MUND.

P. S.—My name is not on the list of the Jenny. Wherefore the means for my proceeding to New York would be wanting; therefore call on you for the $80.

Order granting further proof, Jan. 25, 1864.

UNITED STATES
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In this case after hearing the argument of the dis't att'y in support of his claim for further proof on behalf of the captors, and that of the proc-
139 tor for the claimants in opposition thereto, it is ordered by the court that further proof be allowed touching the facts as to whether the vessel was in American waters or not when taken, and as to the character of her cargo upon her voyage to Matamoros, and when taken.

Quarantine bill.

QUARANTINE STATION, *Miss. River, Oct.* 17, 1863.

Sch'r Jenny to board of health, State of L'a, Dr.

For tax fee	7 50
For costs	3
	$10 50

Paid. E. D. BALDWIN, *Resident physician.*

Permission.

BOARD OF HEALTH. STATE OF L'A, No. 490,
Quarantine Station, Miss River, Oct. 17, 1863.

To the president of the board of health and harbor-master, port of N. Orleans:

Permission is given to sch'r Jenny, Capt. Blume, from Matamoros, to proceed to the city of New Orleans, said vessel having been examined
140 according to law, and having no contagious disease nor infected articles on board.

H. D. BALDWIN, *Resident physician.*

Notices to take testimony.

UNITED STATES
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SCH'R JENNY AND CARGO. } 7743.

To R. Waples, D. Augustin, and E. Briggs, esq's:

You are hereby notified that testimony will be taken in the above cause on Wednesday, the 9th inst., at 10 a. m., at the clerk's office, in behalf of libellant.

K. LOEW, *D'y Cl'k.*

Service.

Rec'd March 7, 1864, and on the same day and year served copy of the within notice on Messrs. R. Waples, D. Augustin, and E. Briggs, personally.

N. O., March 7, 1864.

M. EGAN, *D'y U. S. Marshal.*

141 *Testimony taken before clerk in presence of the dis't att'y represented by Kellogg, esq.*

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James H. Rogers, acting ensign of the U. S. st'r Virginia, being sworn, says:

My name is Jas. H. Rogers, and at the time of the capture of the sch'r Jenny by the U S st'r Virginia, Chas. H Brown commanding. I was acting master's mate of that steamer. The capture of the Jenny was made some time in October, 1863—I don't recollect the exact day—about 9 or 10 o'clock a. m. I was officer of the deck on the day of the capture. I saw a schooner getting under way and reported the fact to the captain. One of our boats steered for her and made signals to her to stop, but she
142 would not. We then fired shots across her bow; she then hove to. She was then boarded by our boat, and at that time she was 3 or 4 miles to the northward of the boundary line at the mouth of the river Rio Grande. She was in American waters at the time of her capture. Her cargo consisted of cotton. I knew she was in American waters by her bearings, and by her being 3 or 4 miles to the northward of the river Rio Grande. I have oftened examined charts of the coast of Texas, and of the mouth of the Rio Grande. I own one individually. I have been stationed on that coast for 7 or 8 months.

J. H. ROGERS, *Act. Ensign.*

UNITED STATES
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SCH'R JENNY AND CARGO. } No. 7743.

Testimony taken before the clerk in presence of the dis't attorney represented by Kellogg, esq.

143 Acting Ensign N. A. Blume, of the U. S. st'r Virginia, being duly sworn, says: My name is N A. Blume, and at the time of the capture of the sch'r Jenny I was acting ensign of the U. S st'r Virginia The Jenny was captured by the U. S. st'r Virginia, Chs. H. Brown commanding, on the 6th day of Oct., 1863, about 10 or 11 o'clock a. m. At the time of the capture the sch'r Jenny was 4 or 5 miles north to the mouth of the river Rio Grande, and at the time she was boarded by our boats she had hove to, as we fired a shot at her. She was at anchor when we first saw her. She attempted to escape after discovering who we were. She was in American waters at the time of the capture. Her cargo consisted of 154 bales cotton. The captain of the Jenny told me that he took in about 50 bales of this cotton inside the bar at the mouth of the river and the balance outside the bar.

He told me himself that he was lying north of the boundary line at
144 the time of capture and at the time he took in the cargo outside the bar of the river. He took in about 100 bales of cotton while lying in American waters.

(Sig.) N. A. BLUME, *Act. Ensign.*

Notice to take testimony.

UNITED STATES
vs.
SCH'R JENNY AND CARGO. } 7743.

To E. Briggs, D. Augustin, and Hahn, Cutler & Thomas, esq's:

Please to take notice that testimony will be taken in this case on Friday, the 18th inst., at 5 p. m., at the clerk's office, on behalf of libellant.

M'ch 17, '64. K. LOEW, *D'y Clk.*

Service.

Rec'd March 17th, 1864, and on the 8th served a copy of the within notice on Messrs. E. Briggs, D. Augustin, and R. K. Cutler personally.
N. Orleans, March 18, '64. M. EGAN, *D'y U. S. Marshal.*

145 *Testimony taken March* 18, 1864, *at* 5½ *p. m., in clerk's office.*

Present: Dis't att'y, D. Augustin, and Cutler & Thomas. Absent: E. Briggs.

J. H. Rogers, acting ensign of the U. S. st'r Virginia, sworn for libellants, says: The Jenny was captured 5th Oct'r, 1863, by the U. S. st'r Virginia. Her cargo, as far as I know, consisted in cotton. She was under way when captured; she got under way at 9 a. m. and stood to the northward. We sent an armed boat after her and chased her. The boat signalized for her to heave to, to which the Jenny paid no attention. We then fired a shot across her bow. She did not heave to then, and we fired a second shot. She then hove to. We boarded her and took possession of her. I think she was about three, or perhaps 3½, miles to the north of the mouth of the Rio
146 Grande when she was captured. She must have been in 5, 6, 7, or 8 fathoms water. She was in American waters.

Witness being shown chart X, styled "Preliminary survey of the entrance of the Rio Grande, from the U. S. coast surveys," marked upon that chart the spot where the Jenny was captured. Allowing the variation of nine degrees, she would be 3 or a little less than 3 miles to the northern of the division line. She was about four miles from the shore. There was a light breeze when we captured the Jenny. A vessel could easily sail along with that breeze. I arrive at the distance of the Jenny from the division line by means of the ruler and compass and from the observations I had made at the time. We discovered the Jenny whilst she was at anchor and making preparations to get away, which attracted our attention.

147 *Cross-examined by claimants.*

The Virginia was lying a little to the eastward of the Jenny. (Witness marks upon the chart the spot where the Virginia lay at the time.) The wind was light from the south to the east. It was somewhat east by south. There were no other blockading vessels off the mouth of the Rio Grande than the Virginia. I mean that none others were within sight. The Jenny was lying some 1½ to 2 miles from the shore when she got under way. I have never been up the Rio Grande. Knows nothing about the soundings except the knowledge he derives from the charts. The Jenny was in American waters when she set sail. She was not less than 1½ and not more than 3 miles from the division line when she sailed. I think she had sailed
148 about 2 miles when we fired a shot at her. I think she was about 2 miles distant from the Virginia when she set sail. When she hove to she was about 3½ to 4 miles from the Virginia. The Virginia remained stationary. It was a fine clear day at the time of capture. I judge that the spot I marked in chart X is the place where she was taken. I think the Jenny was in a direct line between the place where she was captured and the mouth of the river when she set sail. The Jenny had her mainsail hoisted when I first saw her. There was a large number of merchant vessels in Mexican waters at the time. I judge they were in Mexican waters. The bar can be seen there from the breakers. The Virginia, I think, was about 4 or 5 miles from the bar. I should think the Jenny was about 2 miles from the bar when I saw her first—perhaps more and perhaps less.
149 The Jenny was sailing northeast by east when taken. I saw no other vessel near the Jenny. The Virginia had got in there the evening previous to the capture of the Jenny.

Re-examined.

I have been running up and down that coast since the latter part of Sept. or beginning of October until about 2 weeks ago. Have frequently examined charts of that coast—U. S. coast survey charts. I have brought a prize from the Rio Grande to New Orleans since that. Have also examined British charts that had been taken on board captured vessels. There is very little difference between Am. and British charts of that coast. Chart X is my own chart. There had been several U. S. war vessels cruising around there since the blockade had been proclaimed. The bark Anderson,
150 the steamer Princess Royal, the Tennessee, brig Bohio, Kittatinney, are the vessels I remember.

J. H. ROGERS, *Act. Ensign, U. S. N.*

N. A. Blume, sworn, says: He is acting ensign of the U. S. st'r Virginia that captured the Jenny on the 6th October, 1863, between 9 and 10 a. m. I went on board the Jenny in the afternoon the same day or next. She was moved close up to the Virginia after the capture. She was taken between 3 and 4 miles from the Virginia. Mr. West and Mr. Brackett boarded the Jenny first. They were officers of the Virginia. The Jenny was brought to New Orleans by myself as prize master. Her cargo consisted in cotton. I was told by the capt. of the Jenny that she had 154 bales cotton. He told me that between 50 and 60 bales were taken in inside the bar of the
151 river and after the vessel had sailed out; the balance was gotten on board from lighters. I could not say whether the 50 or 60 bales were taken in in American waters. Can't remember any marks on the bales; can't recollect how it was marked. It was baled like the cotton that is put out here on the levee. The Virginia bore from the bar at the time of capture west southwest ¼′ south, and the Jenny bore from the Virginia north by east, all magnetic. This is the entry made in the log of the Virginia, which was made at the time of capture. I think the Jenny was three miles from land when captured, and about 5 miles from the mouth of the Rio Grande. Any man could see that the Jenny was in American waters when captured. I should judge she was about 4½ to 5 miles north of the division line. I took the bearings of the vessel, but did not lay it down upon any
152 chart, because it was too evident that she was in American waters. I think the Jenny was a little more to the northward than stated by Mr. Rogers. I have been running up and down that coast some 6 months to this time. The Jenny did not move her position for two days that we saw her previous to the capture. She was at anchor when we first saw her. When we saw her go under sail we sent a boat to board her. After firing shots at her she hove to. She did not stop at the first shot. I took the bearings about the same time our boat boarded her. I can say that she was in American waters when I first saw her two days previous to the capture. As near as I can say, she was about 3½ miles to the north of the division line on the first day I saw her and during the two days she was at
153 anchor prior to her capture. The wind at that time, as near as I can say, was about east and the vessel about heading north-northeast, and had sailed about a mile from the place. She had anchored when taken. When she was taken she was at least one mile more to the north than the place where she had anchored. She was about four miles from the place where she had anchored from the mouth of the Rio Grande. From that anchorage she could plainly see the mouth of the river and the breakers. She could have discovered that she was north of the division line. The lighters going in and out show plainly where the channel was. The capt. told me that there were but 3 or 4 feet of water on the bar when he sailed over it, and that his vessel did touch the ground.

Cross-examined.

I was on the Virginia at the capture. When I first saw the Jenny she was outside the bar and there was no obstacles to prevent her from
154 sailing out. To sail for New York she would have had to sail east by north; for Nassau, about east by south, but I can't say exactly. Had she sailed in a dark night we would not have been able to discover her; neither in a foggy day. I have been down there off and on some twenty times, sailing up and down the coast.

The Jenny was three miles, and perhaps a little more, from the nearest shore when captured.

The Virginia had been there about 2 days before the capture of the Jenny. When we arrived there we discovered the Jenny at anchor, at the place spoken of. No resistance was made. The Virginia anchored about 2 miles above the division line. The same day of the capture a boat came out of the mouth of the river. A letter written in Spanish. I don't know
155 the contents of that letter. She had sailed about a mile from the the place she had anchored when taken.

The direction of the division line from the channel at the mouth of the river is east and west true. This was the first time I had ever been there, that is to say 2 days prior to the capture of the Jenny.

The channel of the Rio Grande is changing often. I heard it so said. I can't say how much the variation is.

(Sig.) N. A. BLUME, *Act. Ensign.*

Testimony with regard to vessels within signal distance, 18 *March,* '64.

J. H. Rogers, sworn for captors, says I am acting ensign of the U. S. str Virginia. The schooner Jenny was captured by the U. S. S. Virginia.
156 No other vessel-of-war within signal distance at the time of capture. Our vessel had reported to Commodore Bell, commanding the western Gulf squadron, prior to the capture. The Jenny was a merchantman.

J. H. ROGERS, *Act. Ensign, U. S. N.*

Testimony taken, March 19th, 1864, at 5 p. m.

Present: D. att'y, D. Augustin, and Cutler, and Thomas.

Frank E. Brackett, sworn for captors, says he was acting master's mate of the Virginia in Oct. last. On the 5th Oct. last, between 10 and 11 o'clock our boat fired with a musket at the Jenny before she hove to. The Jenny was so far to the northern of the division line that I thought it unnecessary to take her bearings. When I was put on board the Jenny
157 she was, in my opinion, some 6 or 8 miles from the division line, north of that line. She was over 3 miles from land; say 3 miles good. She was not 4 miles from land. When I boarded her her water was very shoal. I don't think that the location of the Jenny as marked upon the chart by Mr. Rogers is correct. She must have been farther to the westward, and in less water than 15 fathoms. I don't believe that the location of the Jenny as marked upon that chart is correct. She must have been farther to the westward and nearer to the land, and in less water and more to the north. The Jenny to all appearances was loaded with cotton. I should judge the Jenny might from her position have seen the mouth of the river. I did not see any lighters. I paid no attention to the bar. The Jenny was in American waters when captured; to the best of my judgment, she was well in Ameri-
158 can waters. I have been on that coast but a very short time prior to the capture. Have examined frequently the chart of that coast. It was the general chart of the coast. I was not present at the time of the capture. I don't know that she had been moved already when I came aboard of her. I did not measure the water she was in.

Cross-ex.

The American waters extend from the shore to any distance, to an indefinite distance I had never been there before the Virginia arrived off the mouth of the Rio Grande. The Virginia had arrived 4 or 5 days prior to the capture, to the best of my knowledge. Don't remember that I have seen the Jenny before she set sail. The Virginia lay about 4 miles from the shore, and the same distance from the division line. I should judge she was
159 laying 3½ miles from the Jenny when the latter was captured. No gun shot was fired from the Virginia, but from the armed boat. No resistance was made.

Re-ex.

The division line runs east and west. The division line runs through the ocean when our ships are there. I was not with Mr. Rogers, in the armed boat that captured the Jenny.

(Sig.) FRANK E. BRACKETT.

Order cause, fixed for trial, Apr. 5, 1864.

U. S.
vs.
SCH'R JENNY AND CARGO. } 7743.

On motion of the dist. att'y, it is ordered that this cause be assigned for hearing on Tuesday, the 12th inst., at 10 a m., and that all parties interested, be notified hereof.

160 *Notice.*

U. S.
vs.
SCH'R JENNY AND CARGO. } 7743.

To the dist. att'y, D. Augustin, and Cutler & Thomas, esqs.:

You are hereby notified that the above cause has been assigned for trial on Tuesday, 12th inst., at 10 a. m.

By order of court. K. LOEW, *D'y Clerk.*

New Orl's, Ap'l 5, '64.

Service.

Rec'd April 6th, 1864, and served notices on the within-named parties personally, same day.

J. A. NOBLE, *D'y U. S. Marshal.*

Hearing and submission, 12th April, 1864.

UNITED STATES
vs.
SCH'R JENNY AND CARGO. } 7743.

This cause came on this day for trial. Dist. att'y for libellant. D.
161 Augustin for captors, Cutler & Thomas, for claimants. When, after hearing the evidence taken under the order for further proof, the cause is submitted to the court without argument. (Extract from the minutes.)

Report of the commander of the Virginia, filed 21 *April*, 1864.

U. S. STEAMER VIRGINIA,
Off coast of Texas, October 6, 1863.

SIR: I have the honor to report that on the 6th inst., while this vessel was lying on the American side of the boundary line which separates Texas from Mexico, I saw the English schooner Jenny get under weigh from
162 American waters to proceed to sea. I therefore sent an officer on board to examine her papers. I found her manifest was dated Sept. 17th, while her log-book showed that she did not finish loading till October 4th. The manifest, the American's consul bill of health, and the Mexican clearance, stated New York to be her port of destination, but the owner's letter of instructions to the captain orders him to stop at Nassau, and there follow the directions of Messrs. Saunders & Son. The English and American consuls' bills of health specify six men and no passengers, but I found a passenger on board, named Louis Mund. The provisional certificate of registry of the vessel specifies that Messrs. Hale & Co., merchants' of Matamoras, are the sole and only owners of the vessel, but by the
163 letter of instructions to the captain I find that a person by the name of Charles Frederick Jenny is the actual owner of this schooner Jenny. I find also an agreement between Julius Schlickum, (agent of Chas F. Jenny, owner of the sch'r Jenny.) and J. Johnson, master of said schooner, by which the rate of wages is fixed for the services of the captain on the voyage, and the duties specified which he is to perform for the said Chas. F Jenny, owner of the said schooner Jenny. Upon these grounds I consider her a lawful prize, and accordingly sent her to New Orleans for adjudication. Her cargo consists of 154 bales of cotton. At the time of the capture we were lying in seven fathoms of water, with the centre of the bar bearing by compass west by south. The schooner Jenny was boarded when bearing to the north and west of us, distant about 1½ miles. Herewith I send a
164 list of the papers found on board, all of which I forward with this report. Invoices; bills of lading of cotton; letter of instructions to J. Johnson; crew list from Havana to Matamoros; crew list from Matamoros to New York; provisional register; Mexican permit to depart; surveyor's certificate at New Orl's; certificate of clearance, Eng. consulate; bill of health Eng. consulate; bill of health, Am, consulate; cancelled American register; two letters to the consignees, Sanders & Son, Nassau; one letter to the Mexican consul, New York; one letter to H. M. Fersenheim; one letter to Andre Bros; one letter to H. Baker & Co.; one letter to F. S. Schlesinger & Son; one letter to Jose Xigues; one letter to Sawyer &; one letter to Amelia O'Leary, Charleston, S. C; one package, various papers relating to former voyages; log-book.

Very respectfully, &c.,

CH'S H. BROWN,
A. V. Lieut., commd'g U. S. St'r Virginia.

165 This letter is addressed to R. Waples, esq., U. S. dist. atty.

Decree of restitution.

UNITED STATES
vs.
SCH'R JENNY AND CARGO } No. 7743.

For the reasons now orally assigned by the court, and which shall be reduced to writing hereafter, it is ordered, adjudged, and decreed that the

libel be dismissed, and that the vessel and cargo be restored to the claimants.

Judgment rendered June 18, 1864.
Judgment signed June 27, 1864.

(Sig.) E. H. DURELL, *Judge.*

Petition of appeal, filed July 1st, 1864.

U. S. d. c't.

UNITED STATES
vs.
SCH'R JENNY AND CARGO. } No. 7743.—In prize.

166 To the Hon. Edward H. Durell, judge of the U. S. dist. court for the eastern dist. of Louisiana:

The petition of Rufus Waples, United States attorney, in the name and in the behalf of the United States of America, libellant herein, respectfully represents that a final sentence and decree was entered on the 27th day of June, 1864, in the above-entitled cause, in the said United States dist. court for the eastern dist. of Louisiana, in and by which said final sentence and decree it was ordered and adjudged and decreed that the libel be dismissed, and that the vessel and cargo be restored to claimants; that said final sentence and decree, is adverse to said libellant, and to his manifest injury and prejudice; that the matter in controversy exceeds the sum of $2,000; that your petitioner on behalf as aforesaid feels aggrieved by the rendition of said final decree, and is advised that the same is erroneous and ought to be reversed.

167 Wherefore said libellant in behalf as aforesaid doth hereby appeal from said final sentence and decree to the next term of the Supreme Court of the United States, returnable on the first Monday of December next, and prays this hon. court to grant him a suspensive appeal from said final sentence and decree, the same to operate as a supersedeas, and that the said final sentence and decree may be reversed and such other decree thereupon made as to the said Supreme Court shall seem just, and that a transcript of the record and proceedings in this cause, duly authenticated, may be sent to the said Supreme Court without delay.

RUFUS WAPLES, *U. S. Attorney.*

Order.

A suspensive appeal, to operate as a supersedeas, is allowed in this case as prayed for, returnable to the Supreme Court of the United States
168 the first Monday of December next, the libellant being dispensed by law from giving bond and security in judicial proceedings.

July 2d, 1864.

E. H. DURELL, *Judge.*

UNITED STATES
vs.
SCH'R JENNY AND CARGO. } 7743.

On motion of R. King Cutler, proctor for claimants, and on suggesting to the court, in the presence of the dist. att'y, that J. Johnson, master of the said vessel, is desirous of leaving this port, and that a decree of restitution has been ordered in this case, it is ordered that the marshal do deliver to said master a brass octant, his personal property, seized in this case.—(Extract from the minutes of 25th July, '64.)

Receipt.

Rec'd, N. Orl's, July 25, 1864, from Jas. Graham, U. S. marshal, the brass octant referred to in the above order.

J. JOHNSON.

169 *Rule to sell schooner, 23 Aug., '63.*

UNITED STATES
vs.
SCH'R JENNY AND CARGO. } 7743.

On motion of C. S. Kellogg, U S. dist. att'y, ordered that the claimant of the vessel show cause on Friday, the 26th inst., at 10 a. m, why the schooner Jenny should not be sold by the marshal after the legal advertisements, on the ground that said schooner is in a sinking condition and kept under seizure at a heavy expense, and that the interest of all parties would be promoted by a speedy sale thereof, as per report of prize commissioner herewith filed.

Report of prize commissioner.

Dist. court of the U. S. for the east. dist. of La.

To the Hon. E. H. Durell, judge:

SIR: The schooner Jenny, a prize, has been in the possession of the
170 U. S. marshal now ten months, its final ownership being dependant upon an appeal to the Supreme Court. Said schooner is in a very bad condition; its seams are open, and it is liable to sink, and the expense of keeping is already and must be in the future very great.

I would therefore respectfully pray for an order to have the said schooner sold after the usual advertisements, the proceeds of the sale to be deposited according to law.

T. B. THORPE, *U. S. Prize Com'r.*

N. O., Aug. 21, '64.

Service.

Rec'd Aug 25, 1864, and on the same day, month, and year served a copy of the within rule on E. Briggs, esq., att'y for claimant, personally.

N. O.l's, Aug. 25, 1864.

M. EGAN, *D'y U. S. Marshal.*

A similar copy of the rule was presented by the marshal to R. King Cutler, esq., of the firm of Cutler & Thomas, att'ys for claimants, who refused to accept service of the same, and directed service to be made on
171 claimant in person; but after diligent search, said claimant could not be found, and the marshal returned the rule not served.

Hearing of rule.

UNITED STATES
vs.
SCH'R JENNY AND CARGO. } 7743.

The rule taken by the dist. att'y, on 23d inst., came up for trial. Dist. att'y for libellant, E. Briggs for claimant.

When, after hearing evidence and counsel, it is ordered that a delay of 8 days from this date be allowed to the claimant to bond the vessel, and if not bonded within that time that she be sold by the marshal, as prayed for in the rule.—(Extract from the minutes of 26 Aug., '64.)

Order extending time to bond.

UNITED STATES
vs.
SCH'R JENNY AND CARGO. } 7743.

172 On motion of E. Briggs, esq., proctor for the claimant of the vessel, it is ordered that the time in which the claimant is allowed to bond her be extended to the 1st of Oct'r next, that in the absence of the court the solvency of the sureties be proven before Ch's Claiborne, esq., U. S. commissioner; that H. G. Heartt and Rich'd Swain be appointed appraisers to ascertain the value of the vessel, which is to be delivered to the claimant upon furnishing bond in the appraised value thereof, with good and solvent security conditioned as the law directs.—(Extract from the minutes of 1st September, 1864.)

Order app'g C. Claiborne, U. S. comm'r, to take bond for the cargo upon claimants' application during the absence of the court.

173 On motion of Edward Briggs, esq., proctor for claimants, it is ordered that Ch's Claiborne, U. S. commissioner, in the absence of the court, be authorized on application in this behalf to bond the cargo libelled herein, and that he be further authorized to issue all orders necessary to effect the appraisement and delivery of the said cargo to claimants on their giving good and sufficient stipulation in the appraised value of the same.—(Extract from the minutes of 6th Sept., '64.)

Order taxing marshal's fees, Sept. 6, '64.

U. S.
vs.
SCH'R JENNY. } 7743.

On motion of Jas. Graham, late U. S. marshal, ordered that the costs, charges, and disbursements of said marshal, in this case, detailed statements thereof, being herewith submitted, be taxed at the sum of—

Fees	$1, 174 32
Disbursements	961 35
	$2, 135 67

174 *Citation of appeal.*

United States district court, eastern district of Louisiana

UNITED STATES
vs.
SCH'R JENNY AND CARGO. } No. 7743.

The United States of America to Hale & Co., claimants of the vessel, greeting:

You are hereby cited and admonished to be and appear before the Supreme

Court of the United States at its next term, to be holden in the city of Washington, D. C., on the 1st Monday of Dec'r next, to answer the appeal taken by the United States, libellant in this cause, and that you show cause, then and there, if any there be, why the judgment rendered against the said libellant on the 27th June, 1864, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable E. H. Durell, judge, this 2d day of July, in the year of our Lord, 1864, and the 88th of the American independence.

E. H. DURELL.

174½ On July 5th, 1864, I served a copy of this citation of appeal on Messrs. Cutler & Thomas, attorneys for claimants, by leaving a copy in the hands of R. King Cutler, esq, in person, at his office, cor. Camp street and Commercial alley, known as No. 5 Commercial alley, in this city.

D CHRISTIE, *Dep'y U. S. Marshal.*

175 *Citation of appeal.*

United States district court, eastern district of Louisiana.

UNITED STATES
vs.
SCH'R JENNY AND CARGO. } No. 7743.

The United States of America to J. Rosenfield, claimant of part of the cargo, greeting:

You are hereby cited and admonished to be and appear before the Supreme Court of the United States at its next term, to be holden in the city of Washington, D. C., on the 1st Monday of Dec'r next, to answer the appeal taken by the United States, libellant, in this cause, and that you show cause then and there, if any there be, why the judgment rendered against the said libellant on 27th June, 1864, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable E. H Durell, judge, this 2d day of July, in the year of our Lord 1864, and the 88th of the American independence.

E. H. DURELL.

175½ On July 5th, 1864, I served a copy of this citation of appeal on Messrs. Cutler & Thomas, attorneys for claimants, by leaving a copy in the hands of R. King Cutler, esq, in person, at his office, No. 5 Commercial alley, cor. of Camp st., in this city.

D. CHRISTIE, *Dep'y U. S. Marshal.*

176 *Citation of appeal.*

United States district court, eastern district of Louisiana.

UNITED STATES
vs.
SCH'R JENNY AND CARGO. } No. 7743.

The United States of America to R M Elkes, claimant of part the cargo, greeting:

You are hereby cited and admonished to be and appear before the Supreme Court of the United States at its next term, to be holden in the city of

Washington, D. C., on the first Monday of Dec'r next, to answer the appeal taken by the United States, libellant in this cause, and that you show cause then and there, if any there be, why the judgment rendered against the said libellant on 27th June, 1864, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable E. H. Durell, judge, this 2d day of July, 1864, in the year of our Lord 1864, and the 88th of the American independence.

E. H. DURELL, *Judge.*

176½ On July 5th, 1864, I served a copy of this citation of appeal on Messrs. Cutler & Thomas, by leaving it in the hands of R. King Cutler, esq., in person, at their office, No. 5 Commercial alley, cor. Camp st., in this city.

D. CHRISTIE, *Dep'y U. S. Marshal.*

177 *Citation of appeal.*

United States district court, eastern district of Louisiana.

UNITED STATES *vs.* SCH'R JENNY AND CARGO. } No. 7743.

The United States of America to Augustin Starke, claimant of part the cargo, greeting:

You are hereby cited and admonished to be and appear before the Supreme Court of the United States at its next term, to be holden in the city of Washington, Dist. of Columbia, on the 1st Monday of Dec'r next, to answer the appeal taken by the United States, libellant in this cause, and that you show cause then and there, if any there be, why the judgment rendered against the said libellant on 27th June, 1864, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable E. H. Durell, judge, this 2d day of July, in the year of our Lord 1864, and the 88th of the American independence.

E. H. DURELL, *Judge.*

178 On July 5th, 1864, I served a copy of this citation of appeal on Messrs. Cutler & Thomas, attorneys for claimants, by leaving said citation in the hands of R. King Cutler, esq., at their office, Commercial alley No. 5, cor Camp st., in this city.

D. CHRISTIE, *D'p'y U. S. Marshal.*

179 U. S. *vs.* SCH'R JENNY AND CARGO. }

It is agreed that the register of the Southron, now the Jenny, whereof one half is on file, be annexed to the transcript in original, and that the original log-book be sent up to the appellate court with the transcript of appeal.

Oct. 18, 1864.

E. BRIGGS, *for Claimant.*
RUFUS WAPLES, *U. S. Dist. Att'y.*

[Here follows map, page 180.]

181 United States district court, eastern district of Louisiana.

I, Kilian Loew, deputy clerk of said court, do certify that the foregoing pages contain and form a correct and complete transcript of the original record, and of all the proceedings had, documents filed, and evidence adduced at the trial of the case of the United States *vs* the schooner Jenny and cargo, No. 7743 of the docket, with the exception of the log-book, which goes up to the appellate court in original, under the agreement on file.

In testimony whereof, I hereto set my hand and seal of our court, at New Orleans, this 21st day of October, A. D. 1864, and the 89th year of the American independence.

[SEAL.]

K. LOEW, *D'y Clerk.*

Filed 19th November, 1864.